

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 and 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 —

Ms. J. Phalen
Peekskill Housing Authority
807 Main Street
Peekskill, NY 10566

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

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

8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive 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.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

(b) ☒ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S.

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

(Check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans

☐ Hispanic Americans ☐ Asian Indian Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [x] is not included with the bid.

13. Bidder's Signature

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


(Signature and Date)

Stacy Tasoulis
(Typed or Printed Name)

Owner
(Title)

Sema Contracting LLC
(Company Name)

(913 Cherry Lane Franklin Square NY 11010)

A.4

BID FORMS

THE PEEKSKILL HOUSING AUTHORITY

PROPOSAL

Bathroom Revitalization Project – PHASE 3 at Dunbar Heights Apartments

Note to Bidders: The Peekskill Housing Authority will furnish to contractors one (1) copy of the following Form of Proposal. It shall be submitted in duplicate. The original to be notarized. The carbon copy need not be.

To: The Peekskill Housing Authority
807 Main Street
Peekskill, NY 10566

From:

Sema Contracting LLC

913 Cherry Lane

Franklin Square
NY 11010

718-362-7503

Gentlemen:

1. The undersigned, having familiarized (himself) (herself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications, (including Invitation for Bids, Instructions to Bidders, this Bid, the Form of the Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, and the Form of Performance Bond or Bonds, the General Conditions, the Supplemental General Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by the Local Authority and on file at the office of the Peekskill Housing Authority, hereby proposed to furnish all labor, materials, services, equipment, and related items required to complete all work.

2. SUBCONTRACTORS: The bidder shall state below the names, addresses, and subcontract amounts for each of the following subcontractors included in the Lump Sum Bid.

a. N/A
Name _____
Address _____
Contract Amount _____ (\$ _____)
Performance Security _____

b. _____
Name _____
Address _____
Contract Amount _____ (\$ _____)
Performance Security _____

c. _____
Name _____
Address _____
Contract Amount _____ (\$ _____)
Performance Security _____

d. _____
Name _____
Address _____
Contract Amount _____ (\$ _____)
Performance Security _____

3. All payments to be made under such contract for work and materials supplied by a Subcontractor listed above shall be paid directly by the Contractor in accordance with the "Local Public Contracts Law".

The bidder hereby acknowledges the receipt of the following Addenda or notices of Clarification, if any, distributed by the Architect:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Letters of Clarification _____ Dated: _____

The names and addresses of persons interested as principals or as stockholders in this Proposal are as follows: (Write first name in full.):

<u>Stacy Tasoulis</u>	<u>Owner</u>
_____	_____
_____	_____
_____	_____

The bidder shall state on the line below, whether or not he is a citizen of the United States, and in case of partnership, whether or not all of the partners are citizens of the United States.

Yes _____

4. The undersigned hereby agrees to complete all of the work shown or specified within the time specified and he further agrees that the Peekskill Housing Authority may retain from the monies that are due or which may become due, an amount set forth in the Specifications for each and every day of the delay not caused by the Peekskill Housing Authority (Sundays and Legal Holidays excepted), that may occur beyond the time stipulated for the completion of the work. Such amount so to be retained is hereby agreed to be liquidated damages accruing to the Peekskill Housing Authority incident to such delay.

The undersigned hereby certifies that (he) Stacy Tasoulis
(it) Sema Contracting LLC is the only person or corporation interested in this Proposal and that it is made without any connection with any other person or persons making a Proposal for the same work, and without collusion of fraud.

This Proposal is accompanied by:

Ninety Seven Thousand Five Hundred Sixty Three Dollars and 60 Cents.

- a. Bid Bond in the amount of _____ Dollars (\$ \$97,563.60)

OR

- b. Certified Bank Check in the amount of _____ Dollars (\$_____)
- c. Bidders Affidavit.
- d. The Certificate of the Surety Company required by the Specifications.
- e. List of the work executed by the undersigned within the past three (3) years.
- f. The Bidders, if a corporation or a partnership, shall list all stockholders by name and address, who have ten percent (10%) or more ownership in the corporation or partnership.
- g. Peekskill Housing Authority questionnaire.

LIST OF STOCKHOLDERS:

_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership
_____ Name	_____ Address	_____ % of Ownership

Dated: _____

Signature and ** S. Taronis - Stacy Taronis L.S.
 Address of the
 Individual, Partnership,
 Or Corporation 913 Cherry Lane Franklin Sq.
NY 11010

** Insert bidders name. If corporation, give the State of Incorporation, using, the phrase, "A Corporation organized under the laws of ____"

If a partnership, give names of the partners, using also the phrase "Co-Partners trading and doing business under the firm name and style of ____."

If an individual using a trade name, given individual name using the phrase "An individual doing business under the firm name and style of ____."

- 5. In submitting this bid, it is understood that the right is reserved by the Peekskill Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

6. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal for any other Proposal or the submitting of Proposals for the contract for which this Proposal is submitted.
7. The Bidder represents that he () has, () has not, participated in a previous Contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Orders 10925, 11114, or 11256 or the Secretary of Labor; that he () has, () has not, filed all required compliance reports, and that representations indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with Contracts or Subcontracts which are exempt from the clause.)
8. Certification of Non-Segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit, directive, or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

Bid For:
Peekskill Housing Authority
Bathroom Revitalization Project – PHASE 3 at Dunbar Heights Apartments

Contractor Name: Sema Contracting LLC

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item	Submitted with Bid (Bidders Initials)
X A bid Guarantee		HS
X A certificate from a surety company (Consent of Surety)		HS
X HUD Form 5369-A: Representations, Certifications, Other Statements of Bidders (pgs A-8 thru A-11)		HS
X A listing of all subcontractors (pg A-13)		HS
X If applicable, bidder's acknowledgement of receipt of any revision(s) or other addenda to advertisement, specification, or bid document (s) (pg A-14)		HS
X Stockholder or Partnership Disclosure Statement (pg A-39 thru A-40)		HS
X Business Registration Certificate by the State Division of Revenue, Contractor and Subcontractor (from NYS)		

B. Failure to submit the following documents may be caused for the bid to be rejected

Required with Submission of Bid (Owner's Checkmarks)	Initial Each item	Submitted with Bid (Bidder's Initials)
X Bid form(s). (pgs A-12 thru A-18)		HS
X SAMPLE Insurance Certificate		HS
X Non-collusion Affidavit. (pg A-21)		HS
X General Contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-22 thru A-27)		HS
X Sub-contractor Qualification Questionnaire, Insurance Certificate, Financial Statements within the last twelve (12) months. (pgs A-28 thru A-33)		HS
X Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date. (pg A-34)		HS
X Affidavit for Affirmative Action Plan. (pgs A-41)		HS
X Affidavit for Minority Business Enterprise (if applicable)		HS
X HUD 2530: Previous Participation Certification		HS
X Special Conditions (pgs D-1 thru D-7)		HS
X Statement of Non-Debarment (pg A-46)		HS

C. Name of Bidder: Sema Contracting LLC

Signature of Bidder: [Signature]

Print Name and Title: Stacy Tasoulis - Owner

Date: 09-02-2025

BID FORM

FOR:
THE PEEKSKILL HOUSING AUTHORITY
Bathroom Revitalization Project - PHASE 3

<u>Item No.</u>	<u>Bid Basis</u>	<u>Description</u>	<u>Lump Sum (\$)</u>
1	Base Bid	Bathroom Revitalization Project	\$ 975,636
2	Deduct Alternate No. 1	Tub Removal and Replacement	\$ 675,636
3	Deduct Alternate No. 2	Ceramic Tile Wall Finish Removal and Replacement	\$ 762,036
4	Add Alternate No. 1	Tub Removal and Replacement w/ American Standard	\$ 982,436
5	Allowance No. 1	Contingency Allowance	\$ 15,000.00
6	Unit Price No. 1	5/8" Gypsum Board	\$ 20 (sf)

Notes:

1. The Peekskill Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding.
2. ALL Allowances shall be included in Base Bid Contract #1. Refer to specification section 012100 "Allowances" for additional information.

A.5

BID BOND:

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

Sema Contracting LLC
(Name of Principal)

as PRINCIPAL, and

The Gray Casualty & Surety Company
(Name of Surety)

as SURETY are held and firmly bound unto the Peekskill Housing Authority, hereinafter called the "Local Authority", the penal sum of 10% of the bid.

Ten Percent of the Principals Bid Amount
(10% of the Principals Bid Amount) _____, Dollars, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated August 28, 2025 for Capital Fund Phase 3 Bathroom Revitalization Project for the Peekskill Housing Authority.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of sixty (60) days after the said opening, and shall within the period specified therefore, give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified or the failure to give such bond within the time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 28th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)

Seal

(Business Address)

(Individual Principal)

Seal

(Business Address)

Attest:

Sema Contracting LLC

(Corporate Principal)

Seal

913 Cherry Lane, Franklin Square, NY 11010

(Business Address)

Affix
Corporate
Seal

By:

D. Tarant
Owner

Attest:

Mary Early
Mary Early

The Gray Casualty & Surety Company

(Corporate Surety)

P.O. Box 6202, Metairie, LA 70009-6202

Affix
Corporate
Seal

By:

Jeffrey W. Price
Jeffrey W. Price, Attorney-in-Fact

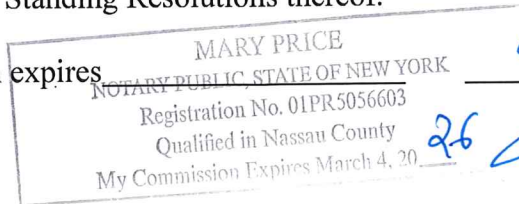
(Power of Attorney for Person Signing for Surety Company Must be Attached to Bond.)

Surety Acknowledgment

State of New York }
County of Nassau } ss:

On this 28th day of August, 2025, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of The Gray Casualty & Surety Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires



[Signature]
Notary Public

THE GRAY CASUALTY & SURETY COMPANY
ABSTRACT OF ANNUAL STATEMENT as of December 31, 2024

The Gray Casualty & Surety Company NAIC# 10671
3601 N. 110 Service Road West, Metairie, Louisiana 70002
P.O. Box 6202, Metairie, LA 70009-6202
(504) 888-7790 (P)

(504) 454-6122 (F)

ASSETS

Bonds	96,579,668
Stocks	49,517,101
Cash & Cash Equivalents	9,087,156
Other Invested Assets (Schedule BA)	11,956,905
Agents Balances or Uncollected Premiums	11,854,860
Interest, Dividends & Real Estate Income Due	756,810
Other Assets	2,385,611

Total Assets \$ 182,138,111

LIABILITIES, SURPLUS & OTHER FUNDS

Reserves for Losses	13,016,390
Reserves for Loss Adjustment Expenses	3,958,220
Taxes, Licenses & fees (excluding Federal & Foreign Income Taxes)	1,080,327
Federal and Foreign Income Taxes	288,951
Unearned Premiums	32,272,050
All Other Liabilities	4,502,915

Total Liabilities \$ 55,118,853

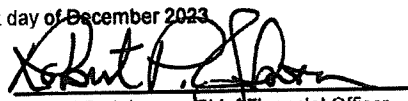
Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	100,930,011
Unassigned Funds (Surplus)	23,089,247

Surplus as Regards Policyholders \$ 127,019,258

Total \$ 182,138,111

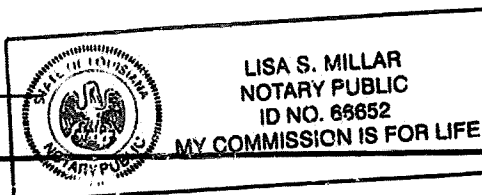
STATE of LOUISIANA
JEFFERSON PARISH

I, Robert P. Johnson, Chief Financial Officer of The Gray Casualty & Surety Company, do hereby depose and say that the foregoing statement is a correct exhibit of the assets and liabilities of the Company on the 31st day of December 2023.


Robert P. Johnson, Chief Financial Officer

Sworn to and subscribed before me at Metairie,
Louisiana this 27th day of March, 2025

Notary Public



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Sema Contracting LLC

Project: Capital Fund Phase 3 Bathroom Revitalization Project for the Peekskill Housing Authority

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jeffrey W. Price and Rachel Price of Valley Stream, New York jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of August, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of August, 2025.

Leigh Anne Henican



A.6

NON COLLUSION AFFIDAVIT

Affidavit
(Prime Bidder)

State of _____

County of _____

Being duly sworn, deposes and says:

That he is Owner (a partner or officer of the of the firm of, etc.), the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person interested in the proposed contract and that all statements in said proposal or bid are true.

Sema Contracting LLC

Firm Name

Stacy Tasoulis -Owner

By

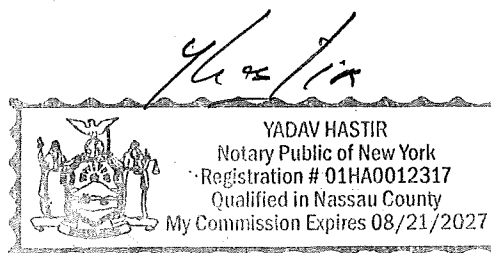
[Signature]

Signature of:

Bidder, if the Bidder is an Individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn to before
Me this 29 day of AUGUST, 2025

My commission expires 08/21/27



A.7a

CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR: Bathroom Revitalization

Renovation Project- Phase 3

Name of Bidder: Sema Contracting LLC

Address: 913 Cherry Lane Franklin Square NY 11010

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

1. Each proposal **must** be accompanied by a **Certificate of Surety of a surety company qualified to do business in the State of New York, as listed on Federal Register "Department of Treasury" Circular 570**, who shall at the time of submitting such proposal qualify as to its or their responsibility for the full amount of such proposal; and he will post a performance bond for the full amount of the contract pursuant to law if he is the successful bidder. Also accompanying each said proposal there must be a Certified Check or Bid Bond in an amount equal to ten (10%) percent (not to exceed \$20,000) of the total proposal price.
2. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three (3) years in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

- a. How many years have you been or engaged in construction under your present firm or trade name?

10 years

- b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type, and capacity of this equipment along with its present condition.

Hand Tools- Power Tools- Excellent Condition

- c. What equipment do you intend to purchase or lease for us on this project should the contract be awarded to you? Provide a description as to the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

N/A

- d. How many years has your organization been in business performing the work required under this contract?

10 years

- e. If a corporation, answer the following:

E.1 - Date of Incorporation _____

E.2 - State of Incorporation _____

E.3 - President's Name(s) _____

E.4 - Vice President's Name(s) _____

- f. If individual or partnership answer the following:

F.1 - Date of Organization 11-05-2015

F.2 - Name and address of all partners (state whether general or limited partnership):

Stacy Tasoulis- 913 Cherry Lane Franklin Square NY 11010- limited partner ship

- g. We normally perform 70 % of the work with our own forces.
General character of work performed by our company.

Tiling, Painting, Plastering, Sheetrock, Carpentry

- h. Have you ever failed to complete any work awarded to you. If so, state circumstances.

NO

- i. Has any other officer or partner for your organization ever been an officer or a partner of some other organization that failed to complete a construction contract. If so, state the name of individual, other organization and reason therefore.

NO

- j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name. If yes, state name of individual, name of owner and reason therefor.

NO

- k. Are there any liens, of any character, filed against your company at this time. If yes, specify the nature and amount of lien.

NO

- l. In what manner have you inspected the proposed project? Explain in detail.

Plans, specs.

- m. The work, if awarded to you will have the personal supervision of whom?

Dimitrios

- n. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.

NO

- o. Do you intend to substitute any material or product with another product or material that does not meet or exceed the minimum requirements for said product as set forth in this project manual? (If so, please list product(s) and material(s) in question:

NO

- p. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give name of dealers or manufacturers.

yes

- q. Give client references.

See attached

r. Give bank references:

Alma Bank - Manuel Quelle
28-31 31st Street, Astoria, NY 1102
347-649-6102

3. it shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three months prior to the bid submission. see attached
-

ASSETS:

Cash on Hand \$ _____

Cash in Bank & Name of Said Bank \$ _____

Accounts Receivable from Completed Contracts \$ _____

Real Estate Used for Business Purposes \$ _____

Material in Stock \$ _____

Equipment Book Value \$ _____

Furniture and Fixtures \$ _____

Other Assets \$ _____

TOTAL ASSETS: \$ _____

LIABILITIES:

Notes Payable to Bank \$ _____

Notes Payable for Equipment Obligations \$ _____

Notes Payable for Other Obligations \$ _____

Accounts Payable \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES: \$ _____

The undersigned hereby authorizes and requests any person, firm, or corporation, to furnish any information requested by the Local Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Nassau this 29th day of August, 20 25

Sema Contracting LLC
Name of Bidder

By: S. Tasoulis
Title: Owner

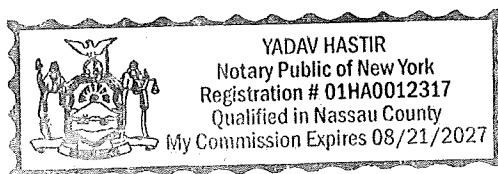
State of: New York

County of: Nassau

Stacy Tasoulis being duly sworn, deposes and says that he/she is the owner
of Sema Contracting LLC and that the answers to the foregoing questions and all
statements therein contained are true and correct.

Described and sworn to before me this 29 day of August, 20 25

Y. Hastir
(Notary Public)



My Commission Expires: 08/21/27

A.7b

SUB CONTRACTORS QUALIFICATION QUESTIONNAIRE:

THE PEEKSKILL HOUSING AUTHORITY

BID FOR:

N/A

Name of Bidder: _____

Address: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED:

1. Each proposal **must** be accompanied by a **Certificate of Surety of a surety company qualified to do business in the State of New York, as listed on Federal Register "Department of Treasury" Circular 570**, who shall at the time of submitting such proposal qualify as to its or their responsibility for the full amount of such proposal; and he will post a performance bond for the full amount of the contract pursuant to law if he is the successful bidder. Also accompanying each said proposal there must be a Certified Check or Bid Bond in an amount equal to ten (10%) percent (not to exceed \$20,000) of the total proposal price.
2. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three (3) years in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

- a. How many years have you been or engaged in construction under your present firm or trade name?

- b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type, and capacity of this equipment along with its present condition.

- c. What equipment do you intend to purchase or lease for us on this project should the contract be awarded to you? Provide a description as to the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

- d. How many years has your organization been in business performing the work required under this contract?

- e. If a corporation, answer the following:

E.1 - Date of Incorporation

E.2 - State of Incorporation

E.3 - President's Name(s)

E.4 - Vice President's Name(s)

- f. If individual or partnership answer the following:

F.1 - Date of Organization

F.2 - Name and address of all partners (state whether general or limited partnership):

- g. We normally perform _____% of the work with our own forces.
General character of work performed by our company.

- h. Have you ever failed to complete any work awarded to you. If so, state circumstances.

- i. Has any other officer or partner for your organization ever been an officer or a partner of some other organization that failed to complete a construction contract. If so, state the name of individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name. If yes, state name of individual, name of owner and reason therefor.

- k. Are there any liens, of any character, filed against your company at this time. If yes, specify the nature and amount of lien.

l. In what manner have you inspected the proposed project? Explain in detail.

m. The work, if awarded to you will have the personal supervision of whom?

n. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.

o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give name of dealers or manufacturers.

p. Give client references.

q. Give bank references:

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three months prior to the bid submission.

ASSETS:

Cash on Hand \$ _____

Cash in Bank & Name of Said Bank \$ _____

Accounts Receivable from Completed Contracts \$ _____

Real Estate Used for Business Purposes \$ _____

Material in Stock \$ _____

Equipment Book Value \$ _____

Furniture and Fixtures \$ _____

Other Assets \$ _____

TOTAL ASSETS: \$ _____

LIABILITIES:

Notes Payable to Bank \$ _____

Notes Payable for Equipment Obligations \$ _____

Notes Payable for Other Obligations \$ _____

Accounts Payable \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES: \$ _____

4. Bidder shall submit proof of registration with the State Division of Revenue with bid. This is a mandatory requirement and is a non-waivable defect. Contractors are also required to obtain proof of registration from their subcontractors. The contractor has an obligation to obtain these certificates and file them with the contracting agency prior to receiving final payment. If there are no subcontractors, the contractor must certify to that effect.

The undersigned hereby authorizes and requests any person, firm, or corporation, to furnish any information requested by the Local Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____

Name of Bidder

By: _____

Title: _____

State of: _____

County of: _____

being duly sworn, deposes and says that he/she is the _
of _____ and that the answers to the foregoing questions and all
statements therein contained are true and correct.

Described and sworn to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

A.8**STATEMENT OF COMPLIANCE:**

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3, (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 USC 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers, and mechanics pursuant to the contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.


(Signature of Contractor)

Owner
(Title)

A.9

PREPARATION OF PERFORMANCE AND PAYMENT BOND:

- (1.) Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
- (2.) The name of the principal shall be shown exactly as it appears in the contract.
- (3.) The penal sum shall be not less than the contract amount.
- (4.) If the principal is a corporation, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
- (5.) If the principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
- (6.) The official character and authority of the persons executing the bond for the principal, whether individual, partnership, or corporation shall be certified by the individual, partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.
- (7.) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.
- (8.) The date of bond must not be prior to the date of contract.
- (9.) The following information must be placed on the bond by the surety company:
 - (a.) The rate of premium in dollars per thousand, and
 - (b.) The total dollar amount of premium charged.
- (10.) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
- (11.) Type or print the name underneath each signature appearing in the bond.
- (12.) An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
- (13.) The Performance & Payment Bond is generally of the type that will be required, but it is subject to such modifications in form as may be required by the Solicitor of the Local Authority.

A.10**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT:**

STATE OF New York)
COUNTY OF Nassau) : SS:

In accordance with the Instructions to Bidders, the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of that corporation's stock or all individual partners owning 10% or greater interest in that partnership is also listed.

I.

Sema Contracting LLC
Name of Corporation/Partnership

913 Cherry Lane, Franklin Square, N.Y.
Address 11010

Name of Corporation/Partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

II.

Name of Corporation
Partnership who holds 10% or more
interest in the bidding corporation/
partnership

Stacy Tasoulis
Name of Stockholder/Partner

Address

913 Cherry Lane, Franklin Square, N.Y. 11010
Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and address on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

Serna Contracting LLC
Name of Contractor

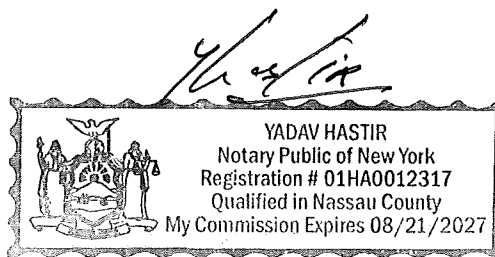
By: S. Tasoulis
Name

Owner
Official Title

Sworn before me this 29 day of
AUGUST, 2025.

Notary Public of New York

My commission expires 08/21/27.



A.11

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN:

STATE OF New York)
COUNTY OF Nassau)

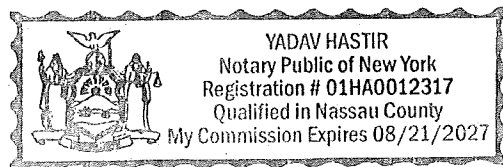
Stacy Tasoulis being first duly sworn deposes and says:

That he is the owner and the party making a
certain proposal or bid dated September 2nd, 2025 for work in connection
with the construction of Bathroom Renovation Project-
Phase 3 at Dunbar Heights Apartments
at Project No. LAN Job #4.1608.07, located in Peekskill NY,

New York that such proposal or bid is submitted with full knowledge and understanding of the
Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid
the bidder acknowledges that he must and will fulfill these requirements and that all statements in
said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an Individual;
Officer, if the bidder is a Corporation;
Partner, if the bidder is a Partnership.

S. Tasoulis
(Signature of Contractor)



Subscribed and sworn to before me, this 29 day of
AUGUST, 2025.

Y. HASTIR
Notary Public

My Commission Expires: 08/21/27

US Department of Housing and Urban Development
Office of Housing/Federal Housing CommissionerUS Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission: <i>Bathroom Renovation</i>		2. Project Name, Project Number, City and Zip Code	
1. Agency name and City where the application is filed <i>The Peekskill Housing Authority</i>		5. Section of Act	
3. Loan or Contract amount \$ <i>N/A</i>		6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	
7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %			
Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate <i>Stacy Tasowis 913 Cherry Lane, Franklin Square, NY 11010</i>		8 Role of Each Principal in Project <i>Owner</i>	
		9. SSN or IRS Employer Number (TIN) <i>47-566 7167</i>	

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The controlling participant(s) have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - The controlling participant(s) have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The controlling participant(s) have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
- The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant <i>Sema Contracting LLC</i>	Signature of Controlling Participant <i>Stacy Tasowis</i>	Certification Date (mm/dd/yyyy) <i>11-5-2015</i>	Area Code and Tel. No. <i>718-362-7503</i>
This form prepared by (print name) <i>Stacy Tasowis</i>		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 3 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain	6. Last MOR rating and Physical Insp. Score and date
N/A					

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommended approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

Realtime Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL: <https://www.gcvinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

Public reporting burden for this collection of information is estimated to average three hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

A.13

CERTIFIED STATEMENT THAT NEITHER INDIVIDUALS OF THE FIRM NOR THE
FIRM ARE DEBARRED, SUSPENDED, OR OTHERWISE PROHIBITED FROM ANY SERVICE BY ANY
FEDERAL, STATE, OR LOCAL AGENCY:

This document shall serve as a certified statement that neither individuals of the firm nor the firm are
debarred, suspended, or otherwise prohibited from any service by any Federal, state, or local agency.

Stacy Tasoulis
Name

Owner
Title

9-2-2025
Date

**SEMA CONTRACTING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2024**

**SEMA CONTRACTING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2024
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Josh Levine CPA PC.

CERTIFIED PUBLIC ACCOUNTANTS

135 Rockaway Turnpike Suite 111
Lawrence, NY 11559
TELEPHONE (516)-666-8880
FAX (718)887-9857

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Management of
SEMA CONTRACTING LLC
Franklin Square, NY


We have reviewed the accompanying balance sheet of Sema Contracting LLC as of December 31, 2024 and the related statement of income and retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules I and II are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.


Josh Levine CPA PC,
Lawrence, NY
March 27, 2025

**SEMA CONTRACTING LLC
BALANCE SHEET
FOR YEAR ENDED DECEMBER 31, 2024**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$	660,398
Accounts Receivable		228,577
Loan Receivable		50,000
Costs and estimated earnings in excess of billings on uncompleted contracts		56,723
Total Current Assets		<u>995,699</u>

Other Assets

Undeposited Funds	566,832
Advance Payments	457,337
Total Other Assets	<u>1,024,169</u>

TOTAL ASSETS	\$	<u><u>2,019,868</u></u>
---------------------	-----------	--------------------------------

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Billings in excess of costs and estimated earnings on uncompleted contracts	8,717
Total Long-Term Liabilities	<u>8,717</u>

LONG-TERM LIABILITIES

Loan Payable - Tzali Stern	\$	150,000
SBA EIDL Loan		476,781
Total Long-Term Liabilities		<u>626,781</u>

TOTAL LIABILITIES	635,498
--------------------------	----------------

MEMBERS' EQUITY

Common Stock	100
Retained Earnings	1,384,269
TOTAL MEMBERS' EQUITY	<u>1,384,369</u>

TOTAL LIABILITIES AND MEMBERS' EQUITY	\$	<u><u>2,019,868</u></u>
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See accountant's review report and notes to financial statements.

SEMA CONTRACTING LLC
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR YEAR ENDED DECEMBER 31, 2024

Revenue	
Sales	\$ 3,603,704
Cost of Goods Sold	1,869,024
Total Revenue	1,734,680
 Operating Expenses	
General and Administrative Expenses	671,013
Total Operating Expenses	671,013
 Income from Operations	 1,063,667
 Net Income	 1,063,667
Retained Earnings, Beginning of Year	66,751
Contributions	262,810
Less: Distributions	8,959
Retained Earnings, End of Year	\$ 1,384,269

See accountant's review report and notes to financial statements.

SEMA CONTRACTING LLC
SUPPLEMENTARY FINANCIAL INFORMATION
FOR YEAR ENDED DECEMBER 31, 2024

Cost of Goods Sold

Job Supplies	\$ 759,383
Subcontractors	450,017
Shipping	20
Misc	659,604
Total Cost of Goods Sold	\$ <u>1,869,024</u>

General and Administrative Expenses

Bank Charges & Fees	\$ 665
BOA Payment	7,899
Barclay Payment	31,437
Car & Truck	15,836
Dues and Subscription	859
Insurance	90,811
Miscellaneous	523,506
Total General and Administrative Expenses	\$ <u>671,013</u>

See accountant's review report and notes to financial statements.

SEMA CONTRACTING LLC
STATEMENT OF CASH FLOWS
FOR YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 1,063,667
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Accounts Receivable	(156,837)
Loan Receivable	(50,000)
Costs and estimated earnings in excess of billings on uncompleted contracts	(56,723)
Undeposited Funds	(566,832)
Advance Payments	(457,337)
Billings in excess of costs and estimated earnings on uncompleted contracts	8,717
Net cash provided by Operating Activities	- 215,345

CASH FLOWS FROM FINANCING ACTIVITIES

SBA Loan	(17,660)
Loan Payable - Tzali Stern	150,000
Contributions	262,810
Distributions	(8,959)
Net cash used in Financing Activities	386,191

NET INCREASE IN CASH AND CASH EQUIVALENTS

Cash and Cash Equivalents - Beginning of Year	489,552
Cash and Cash Equivalents - End of Year	\$ 660,398

See accountant's review report and notes to financial statements.

SEMA CONTRACTING LLC
NOTES TO FINANCIAL STATEMENTS
FOR YEAR ENDED DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- a. **Business activity** - Sema Contracting LLC (the "Company"), is a domestic limited liability company categorized under Residential Building Construction. The Company was established in 2015 and incorporated in New York.
- b. **Basis of Accounting** - The books and records of the Company are maintained on the accrual basis in accordance with the accounting principles generally accepted in the United States of America ("GAAP").
- c. **Cash and cash equivalents** - Cash and cash equivalents include cash on hand, cash in banks and all highly liquid investments with a maturity of three months or less at the time of purchase.
- d. **Accounts receivable** - Trade receivables are recorded when invoices are issued and are presented in the Balance Sheets net of allowance for doubtful accounts. Trade receivables are written off when they are determined to be uncollectible. Management determines collectability based upon the significance of payments delays, taking into consideration all of the circumstances surrounding the receivables and the customer including the reasons for the delay and the customers prior payment history. The allowance for doubtful accounts is estimated based upon the Company's historical losses, the existing economic conditions in the construction industry and the financial stability of its customers.
- e. **Revenue recognition** - The Company uses the accrual method of accounting for all noncontract income. The percentage of completion method is used for long-term construction contracts. Deferred revenue is provided for the portion of income received for service agreements which were not expired as of the Company's year-end.
- f. **Inventory** - Inventory is stated at lower cost or market. Cost is determined by the first-in, first-out method.
- g. **Long-term construction contracts** - The Company recognizes revenues from fixed-priced and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties estimating costs it is at least reasonably possible that estimates used will change within the near term.

SEMA CONTRACTING LLC
NOTES TO FINANCIAL STATEMENTS
FOR YEAR ENDED DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation. Selling, general and administrative costs are recharged to expenses so incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in estimated profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders and settlements are accounted for as changes in estimates during the accounting period in which the facts become known.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts", represents venues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

- h. **Income Taxes** - The Shareholders have elected to treat the Company as a small business corporation ("S" Corporation) for income tax purposes as provided for in the Internal Revenue Code and the applicable state statutes. As such, the Company's income or loss and credits are passed through to the Members and combined with their other personal income and deductions to determine taxable income on their individual tax returns. Accordingly, no provisions for federal or state income taxes are provided. The Company is subject to State Corporate Franchise taxes, which are included in general and administrative expenses.
- i. **Presentation of sales taxes** - The Company imposes sales taxes on sales to non-exempt customers at the rate(s) applicable to the customers' rate. The Company collects that sales tax from customers and remits the entire amount to the state, The Company's accounting policy is to exclude the tax collected and remitted to the state from revenues and cost of Sales.
- j. **Advertising** - The Company expenses all advertising costs as incurred.
- k. **Use of estimates** - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions to affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates, as they pertain to long-term construction contracts, can be significant. Accordingly, actual results could differ from those estimates.

SEMA CONTRACTING LLC
NOTES TO FINANCIAL STATEMENTS
FOR YEAR ENDED DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- l. **Date of management's review** - The Company has evaluated subsequent events through January 31, 2024 the date on which the financial statements are available to be issued.
- m. **Concentrations** - The Company's cash is maintained in 2 financial institutions, which are insured by the Federal deposit insurance corporation (FDIC) up to \$250,000. As of December 31, 2024, the Company had no uninsured bank balances.

For the year ended December 31, 2024, a significant portion of the Company's operating income and total outstanding accounts receivable are related to the following sources:

	Values of Work Performed	Accounts Receivable
Customer A	21.19%	0.12%
Customer B	18.58%	2.07%
Customer C	18.19%	6.47%
Customer D	16.80%	6.95%

Also, a significant portion of the Company's labor force is subject to collective bargaining agreements that expire at various dates.

NOTE 2 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs incurred on uncompleted contracts	\$ 1,725,008
Estimated Earnings	521,694
Value of Work Performed	<u>2,246,703</u>
Less billings to date	<u>2,246,703</u>
Estimated Costs to Complete	<u>\$ -</u>

See accountant's review report.

SEMA CONTRACTING LLC
NOTES TO FINANCIAL STATEMENTS
FOR YEAR ENDED DECEMBER 31, 2024

NOTE 3 - CONTRACTS IN PROGRESS SINCE LAST FISCAL YEAR END CLOSING

DESCRIPTION & LOCATION	CONTRACT PRICE	AMPOUNT PAID	PERCENT COMPLETE
8 Canterbury Lane	88,700	52,000	80%
144-36 72nd Road	425,000	417,500	95%
147-21 72nd Drive	402,691	377,532	90%
972 E. Broadway	381,689	380,034	99%
1129 Fordham Lane	476,465	476,041	99%
4618 18th Avenue	325,410	110,000	50%
137-39 76th Avenue	432,017	408,596	95%
30 Garrison	76,500	25,000	40%
Total Contracts in progress	<u>2,608,472</u>	<u>2,246,703</u>	

NOTE 4 – NOTES PAYABLE

The Company has an EIDL loan payable to the Small Business Administration (SBA) totaling \$476,781 as of December 31, 2024. This loan originated on June 29, 2020, and has a maturity period of 30 years. The interest accrues at an annual rate of 3.75%. The Company follows a monthly amortization plan and pays \$3,000 every 1st of the month towards the loan. This loan arrangement allows the company to manage its financial obligations over an extended period while maintaining a structured repayment schedule.

An Economic Injury Disaster Loan (EIDL) is a low-interest loan provided by the Small Business Administration (SBA) to small businesses, agricultural cooperatives, and nonprofit organizations that have suffered substantial economic injury as a result of a declared disaster. These loans are designed to provide financial assistance to help businesses overcome the temporary loss of revenue or working capital due to the disaster. EIDLs can be used to cover various operating expenses, including fixed debts, payroll, accounts payable, and other bills that cannot be paid due to the disaster's impact.

SEMA CONTRACTING LLC
SCHEDULE I - A/R AGING SUMMARY
FOR YEAR ENDED DECEMBER 31, 2024

	Current	1 - 30	31 - 60	61 - 90	Total
136-48 72nd Avenue			393		393
137-55 71st Ave			126		126
30 Garrison Drive		66,500			66,500
31-48 41st Street	6,000	14,000			20,000
8 Canterbury Lane		40,500			40,500
Andrew Radin & Miri Rosen		400	800	-345	855
Central Queens Properties	7,985				7,985
Ethan Kobre			343		343
Fendrich Residence		21,000		770	21,770
Howard Mermelstein	4,000				4,000
Mr. & Mrs. Gabay			5,768		5,768
Mr. & Mrs. Fedowitz			2,423		2,423
Mrs. Gruen				-200	-200
R David Kurz			470		470
Reuven Robert Rosenkranz - Basement		8,250	3,695		11,945
Yehuda Adler		700			700
Yoel Gabay	45,000				45,000
TOTAL	\$ 62,985	\$ 151,350	\$ 14,018	\$ 225	\$ 228,577

SEMA CONTRACTING LLC
SCHEDULE II - SCHEDULE OF CONTRACT REVENUE, COSTS AND PROFITS
FOR YEAR ENDED DECEMBER 31, 2024

Contract Description Contract in Progress	Contract Price	Total Billed to Date	Cost to Date	Est. Cost to Complete	Total Rev. Costs	% Comp.	Gross Profit/Loss	Profit %	Income Earned	Income Remaining	C & EE > Billings	Billings > C & EE	Job Borrow
8 Canterbury Lane	88,700	52,000	27,860	20,000	47,860	80.00%	40,840	46.04%	32,672	8,168	8,532		
144-36 72nd Road	425,000	417,500	318,336	10,000	328,336	95.00%	96,664	22.74%	91,830	4,833		7,333	2,500
147-21 72nd Drive	402,691	377,532	290,240	12,000	302,240	90.00%	100,451	24.94%	90,406	10,045	3,114		
972 E. Broadway	381,689	380,034	270,507	0	270,507	99.00%	111,182	29.13%	110,070	1,112	544		
1129 Fordham Lane	476,465	476,041	295,686	0	295,686	99.00%	180,779	37.94%	178,971	1,808		1,384	
4618 18th Avenue	325,410	110,000	60,399	95,000	155,399	50.00%	170,011	52.25%	85,006	85,006	35,404		
137-39 76th Avenue	432,017	408,596	322,847	10,000	332,847	95.00%	99,170	22.96%	94,211	4,958	8,463		
30 Garrison	76,500	25,000	10,445	28,000	38,445	40.00%	38,055	49.75%	15,222	22,833	667		
	2,608,472	2,246,703	1,596,319	175,000	1,771,319		837,153	32.09%	698,389	138,763	56,723	8,717	2,500

Work on Hand: 313,763 Profit in WOH: 44.23%



Sema Contracting, LLC
Stacy Tasoulis
913 Cherry Lane
Franklin Square, NY 11010
Tel: 718-362-7503
office@semacontracting.com

Below are the references you requested.

Reference #1

Peter Tsioumas - 347-342-2237

Projects -

Maison du pain
30 Grove Avenue, New Rochelle
Astoria Bakery
43-21 Ditmars Blvd., Astoria, NY 11105
Bianco Latte
109 Bedford Avenue, Brooklyn, NY 11249

Reference #2

Ron Vega - 917-838-0547

Projects -

Build it Back Program
10 Homes Built (Old Howard Beach)

Reference #3

Yaakov Stern - 646-772-2177

Projects -

439 Beach 22nd Street, Far Rockaway, NY
45-10 Kissena Blvd., Flushing, NY
137-55 Geranium Avenue, Flushing, NY
62-25 84th Street, Rego Park, NY

Reference #4

Sam Kazarnovsky - 917-468-0944

Projects -

200 La Bonne Vie, Patchogue, NY

1710 Devonshire Road, Hauppauge, NY

Reference #5

Daniel Kazarnovsky - 347-804-9781

Projects -

30 Garrison Drive, Monsey, NY

Apartment complex renovations