



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | David A. Northern, Sr., **President & CEO**
Houston Housing Authority Board of Commissioners: LaRence Snowden, *Chair* | Kristy M. Kirkendoll, *Vice Chair*
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

**INVITATION FOR BID
(IFB 23-52)**

The Houston Housing Authority ("HHA"), is soliciting sealed bids with the intent to establish fixed price contracts with the lowest responsive and responsible businesses who can perform all the necessary construction-related work needed to facilitate the roof replacement and various other repairs at Oxford Place Apartments in accordance with the requirements and terms and conditions specified.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed envelope to the below individual by **2:00 P.M. Central Daylight Time (CDT) December 6, 2023 to:**

**Houston Housing Authority
Attn: Austin Crotts, Procurement Manager
Subject: IFB 23-52 Roof Replacement and Various Repairs at Oxford Place Apartments
DO NOT OPEN
2640 Fountain View Drive, Houston, Texas 77057**

All Interested Parties Are Highly Encouraged (But Not Required), To Participate in a Pre-Bid Conference Via In-Person or Zoom as Specified in Section 4.0 Procurement Schedule.

Interested parties are also highly encouraged, to check HHA's website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should also send an e-mail acknowledgement to Purchasing@housingforhouston.com, that they have downloaded this solicitation from HHA's website. Doing so, will allow HHA to notify interested parties of any Amendments that may affect this solicitation.

Late submissions will be handled in accordance with Section 6 of Attachment H Instructions to Offerors Non-Construction HUD Form 5369-B.

Questions regarding this solicitation must be sent via e-mail to Purchasing@housingforhouston.com with "**IFB 23-52**" in the subject line by the date and time listed in Section 4.0 of this solicitation. Any changes to the requirements specified herein will be done via an Amendment.

**Julinda Turner, J.D.
Contract Administrator
Houston Housing Authority (HHA)**



A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-280-0353, TTY 713-280-0574 or 504ADA@housingforhouston.com

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I. ORGANIZATION OVERVIEW

1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY

- 1.1 “HHA” is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). “HHA” is a Public Housing Agency.
- 1.2 The property of “HHA” is used for essential public and governmental purposes, and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 “HHA” enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 “HHA” maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Section 8 Housing Assistance Payments programs. HHA’s programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants, and rental income.
- 1.5 “HHA” provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program, 4,200 living in 19 public housing and tax credit developments, and an additional 716 in project-based voucher developments around the city.

END OF SECTION I

II. SPECIAL TERMS AND CONDITIONS

2.0 INTENT

- 2.1 The intent of this solicitation is to establish **fixed-price contracts** with the lowest, responsive and responsible businesses who can provide a turn-key construction solution to replace the roof and perform other various repairs to the buildings at Oxford Place Apartments, as specified in the Summary of Work included in Exhibit B, incorporated into solicitation.

3.0 PERIOD OF PERFORMANCE

- 3.1 Any contract issued as a result of this solicitation will have ninety (90) days, and all work will be performed between the hours of 8:00 A.M and 5:00 P.M. Monday thru Friday.

4.0 PROCUREMENT SCHEDULE

- 4.1 The anticipated procurement schedule for this solicitation is as follows:

<u>EVENT</u>	<u>DATE</u>
Date Solicitation Advertised	November 8, 2023
Pre-bid Conference	10:00 AM CST November 16, 2023
Scheduled Site Visits	Nov 20-22, 2023
Deadline for the Receipt of Written Questions to Purchasing@housingforhouston.com	4:00 PM CST November 27, 2023
Deadline Answers to Written Questions will be posted on HousingforHouston.com	5:00 PM CST December 1, 2023
Deadline for the Receipt of Sealed Responses	2:00 PM CST December 6, 2023

NOTE: INTERESTED PARTIES ARE RESPONSIBLE FOR MONITORING HHA'S WEBSITE TO STAY INFORMED OF ANY AMENDMENTS THAT MAY AFFECT THIS SOLICITATION.

- 4.2 Information provided at the pre-bid conference is not binding unless it has been incorporated into this solicitation via an Amendment.

4.2.1 **INTERESTED PARTIES WILL BE ALLOW TO VISIT THE SITE WITH ADVANCED NOTICE TO HHA.**

4.2.1.1 Interested parties **must** send an e-mail to the below e-mail addresses at least twenty-four (24) hours in advance of the day they planned to visit the properties:

- **Diana Dmitriyeva:** DDmitriyeva@housingforhouston.com
- **Luis Montes DeOca:** LMontesDeOca@housingforhouston.com
- **HHA Procurement:** Purchasing@housingforhouston.com

4.2.2 **INTERESTED PARTIES MUST CHECK-IN AT THE FRONT DESK WITH THE ON-SITE PROPERTY MANAGER, AND ARE REQUIRED TO LEAVE THEIR BUSINESS CARD(S).**

4.2.2.1 **ALL QUESTIONS MUST BE SENT TO PURCHASING@HOUSINGFORHOUSTON.COM AND SHOULD NOT BE DIRECTED TO THE ON-SITE PROPERTY MANAGER, OR THIRD PARTIES. QUESTIONS MUST BE SUBMITTED BY THE SPECIFIED DUE DATE IN THE PROCUREMENT SCHEDULE.**

4.2.3 **INTERESTED PARTIES SHALL PAY PARTICULAR ATTENTION TO SECTION 9.0 AMENDMENTS.**

4.3 Posting of the Bid Tabulations

4.3.1 HHA's Procurement Department will make a good faith effort to post the Initial Bid Tabulation on its [website](#) in a timely manner.

4.3.1.1 Subsequent to the bid opening, all responses will be analyzed and reviewed to determine the responsive and responsible bidder with Section 3 Business Concerns.

5.0 **REGISTRATION**

5.1 Interested Parties are encouraged to **register** their company on HHA's newly redesigned website which will facilitate "HHA" contacting them regarding solicitations that match their company's profile.

5.2 Before registering your company, please access the **Bidder's List** to see if your company is already registered with "HHA". There is no need to re-register unless your company is making changes to its company profile.

5.3 Interested Parties **MUST** register at **SAM.gov | Home** before the opening date and time of the solicitation. Failure to register would be consider non-responsive to the requirements of the solicitation.

5.4 Interested Parties must provide a W-9 form with their response.

6.0 **SCOPE OF WORK (SOW)**

- 6.1 The successful bidder is required to provide all necessary labor and material, personnel, supervision, quality control, transportation, tools/equipment/machinery, signage, warning tape, barricades, insurance, and any other resource(s) needed to complete the following scope at Oxford Place Apartments.
- 6.2 See the Summary of Work included in Exhibit B.
- 6.3 Build America, Buy America Act (“BABAA Act”) - The Act requires the following Buy America preference:
 - (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

7.0 **SELECTION CRITERIA**

- 7.1 “HHA” intends to make an award to the lowest, responsive and responsible bidders.

8.0 **SUBMITTALS**

- 8.1 All responses must conform to the requirements specified herein.
 - 8.1.1 HHA is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation. All submissions, will become a part of HHA's official files, and HHA is not obligated to return them when they are in the possession of HHA.
 - 8.1.2 All submissions will become a part of HHA's official files, and “HHA” is not obligated to return any submission(s) once it is in the possession of “HHA”.
 - 8.1.3 **THE CONTENTS AND ACCURACY OF THE SUBMITTALS SHOULD BE CHECKED BEFORE IT IS SUBMITTED TO “HHA”.**
- 8.2 All responses must conform with the following submittal preparation.
 - 8.2.1 Download the entire and completed response documents on a unlocked flash drive. The company’s name or initials should be placed/etched/marked on the flash drive.

- 8.2.2 Verify the accuracy and the contents of the flash drive and response to the solicitation prior to submitting to HHA.
- 8.2.3 Both the flash drive and completed response to the solicitation must be submitted in a **Sealed Package/Envelope/Box and/or Courier Package** to HHA by the specified due date and time.
- 8.2.4 HHA does not accept digital or faxed submittal of the responses for this solicitation. Submittal may at the respondent's discretion be hand delivered, mailed, and/or courier delivered by the specified due date and time.
- 8.3 "HHA" will accept one (1) original version in a three- ring binder of the responses which may be hand delivered, courier delivered or mailed to the location specified on page 1. Each response must be tabbed, and contain the following:
- 8.3.1 **Cover Letter ("CL")**
- 8.3.1.1 Acknowledge the receipt and review of this solicitation, and any Amendment(s) issued by HHA.
- 8.3.1.2 The "CL" must be on company letterhead, include the company's EIN or TIN, manually or digitally signed by an authorized official of the company (who can negotiate, and contractually bind the company to perform the services specified herein), along with their title, phone number, and e-mail address.
- 8.3.1.3 Submit a copy of the company's W-9 (Request for Taxpayer Identification Number and Certification).
- 8.3.2 **Performance Indicators**
- 8.3.2.1 Provide past and current business references for the last two (2) years for related to the work specified in the Summary of Work included in Exhibit B. Please submit a minimum of five (5) projects.
- 8.3.2.2 Provide within each business references, a status statement of compliance for the required, proposed delivery or performance schedule.
- 8.3.2.3 Provide relevant indicators of having the necessary production, construction, technical equipment and facilities, or the ability to obtain them.
- 8.3.2.4 If company has been in business for less than five (5) years, the company may provide two (2) business references, with a certified statement indicating the start date of the business and how long from the start date the company has been in business. A status statement of compliance to the provided two (2) business references of the required, proposed delivery or performance schedule.
- 8.3.3 **Attachment A: Declaration**
- 8.3.4 **Attachment B: Non-Collusive Affidavit**

8.3.5 **Attachment C: M/WBE Participation**

8.3.6 **Attachment D: Section 3 Requirements and Commitment**

8.3.7 **Attachment E: Conflict of Interest Questionnaire (CIQ)**

8.3.8 **Attachment F: Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)**

8.3.9 **Attachment G: Previous Participation Certification (HUD-2530)**

8.3.9.1 Complete Attachment G: Previous Participation Certification (HUD-2530)

8.3.10 **Price and/or Supplemental Sheets**

8.3.10.1 Complete Exhibit C: Price Sheet

NOTE: INTERESTED PARTIES ARE HIGHLY ENCOURAGED TO FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS, AND ANY AMENDMENTS POSTED ON HHA'S WEBSITE PRIOR TO SUBMITTING THEIR SEALED RESPONSES TO "HHA".

8.3.11 **Bid Guarantee (See Section 9 of Attachment I HUD Form 5369)**

8.3.12 **Financial Indicators Documentation**

8.3.11.1 Provide the last two (2) years of signed balance sheet and income statements. Bidder will label the documents as "Financial Indicator Documentation".

8.3.11.2 Provide any company audits completed in the last two (2) years.

8.4 "HHA" will not evaluate responses that do not comply with the submittal requirements specified herein. Responses received after the specified date and time will be considered non-responsive.

END OF SECTION II

III. GENERAL TERMS AND CONDITIONS

9.0 **AMENDMENTS**

- 9.1 Any interpretation(s) affecting this solicitation will be issued by “HHA” via an Amendment before the due date specified on page 1.
- 9.2 “HHA” will not be bound by and is not responsible for any oral explanations, instructions, representations, or requirements unless it is issued by “HHA” via an Amendment.
- 9.3 **Any Amendment(s) issued by “HHA” shall be binding in the same way as if originally written in this solicitation.**

10.0 **AVAILABILITY OF RECORDS**

- 10.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, “HHA”, and any duly authorized representatives of each shall have access to, and the right to examine all pertinent books, records, documents, invoices, papers, and the like of the firm(s) office, that relates to any work that is performed as a result of this solicitation.

11.0 **BASIS FOR AWARD**

- 11.1 See Section 7.0.
- 11.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the interested party, and no relief shall be given for errors or omissions by the interested party.

12.0 **CANCELLING THE SOLICITATION**

- 12.1 “HHA” may cancel this solicitation at any time, and when it is in its best interests to do so. “HHA” is not responsible for any costs associated with the cancellation of this solicitation. (See Section 8.1.1)

13.0 **ETHICAL BEHAVIOR**

- 13.1 Interested Firms shall not:
 - 13.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of “HHA” that will influence their objective consideration and review of any response(s) to this solicitation; and,
 - 13.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.
 - 13.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

14.0 **FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

14.1 The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful firm(s).

14.2 The successful bidder(s)/proposer(s) will:

14.2.1 Adhere to federal regulations prohibiting discrimination based on age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

14.2.2 Meet the requirements of:

14.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

14.2.2.2 Executive Orders (EO's):

- EO 11246 relating to equal employment opportunity in connection with federally funded programs; and,
- EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

15.0 **INFORMALITIES**

15.1 "HHA" reserves the right to waive any informality, and make an award that is in the best interest of "HHA".

15.1.1 Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other proposers/bidders and have little or no effect on the price, quantity, quality, delivery, or contractual conditions.

15.1.2 Examples include failure to: submitting a signed bid as required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on the price, quantity, quality, or delivery.

16.0 **INSURANCE**

16.1 “HHA” will specify the amount of insurance that will be required during the Period of Performance.

17.0 **MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

17.1 Refer to Attachment C: for M/WBE Participation requirements.

18.0 **MISTAKES IN BIDS**

18.1 General

18.1.1 While proposers/bidders will be bound by their submittals (the “firm bid rule”), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

18.2 Mistakes Discovered Before Solicitations Are Opened

18.2.1 Interested parties may modify, or withdraw their bid.
(Refer to Section 5 of Attachment I.)

18.3 Review of Mistakes

18.3.1 After the solicitations are opened, “HHA” will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, “HHA” will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

18.4 Mistakes After Solicitations Are Opened

18.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, “HHA” may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to “HHA”, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA’s bidding process. Therefore, “HHA” will request as much evidence as it deems necessary. Examples of evidence may include original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA’s Legal Dept. will occur before authorization is given to change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

19.0 **PAYMENT**

- 19.1 “HHA” will process all invoices after the work has been approved by HHA’s Project Manager. Payment terms are net 30 days.

20.0 **PERMITS**

- 20.1 The successful bidder(s) shall obtain and pay (independent of “HHA”), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

21.0 **PROJECT MANAGER**

- 21.1 “HHA” may designate a Project Manager during the Period of Performance.

22.0 **QUESTIONS**

- 22.1 Interested parties must follow the instructions on page 1 should they have any questions about this solicitation.
- 22.2 Interested parties are prohibited from querying “HHA” personnel, or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner and within the period indicated on page 1 of this solicitation.

23.0 **REMOVAL OF EMPLOYEES**

- 23.1 “HHA” may request the successful contractor(s) to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:
- 23.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,
 - 23.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

24.0 **RESERVATION OF RIGHTS**

- 24.1 Depending upon the circumstance(s), HHA reserve the right to change, modify, or alter any Draft Contract associated with this solicitation.

25.0 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

- 25.1 The Offeror and staff must possess all necessary required license(s) to do business in Houston/Harris County and the State of Texas. Additionally, the Offeror, shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

26.0 **STANDARDS OF CONDUCT**

- 26.1 During the period of performance, the employees of the successful bidder(s) or proposer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to HHA.

27.0 **SUBCONTRACTING**

- 27.1 Any contract issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by HHA in writing.

28.0 **TAXES**

- 28.1 HHA is exempt from State of Texas, and Local Taxes.

29.0 **TRAVEL AND REIMBURSEMENTS**

- 29.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. HHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final contract.

30.0 **VALIDITY OF RESPONSES**

- 30.1 Responses will not be unilaterally withdrawn or modified for a period of ninety (90) days after they have been received and opened by HHA.

31.0 **SUPPLEMENTS**

- 31.1 The following documents are considered part of this solicitation:

Attachment A: Declaration
Attachment B: Non-Collusive Affidavit
Attachment C: M/WBE Participation
Attachment D: Section 3 Requirements and Commitment
Attachment E: Conflict of Interest (CIQ) Form
Attachment F: Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)
Attachment G: Previous Participation Certification (HUD-2530)
Attachment H: Instructions to Bidders for Contracts Public and Indian Housing Programs (Form HUD-5369)
Attachment I: General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ)
Attachment J: Davis Bacon Wage Rates
Attachment K: Schedule of Amounts for Contract Payments (Form HUD 51000)
Exhibit A: Pre-Bid Conference/Teleconference Access Information
Exhibit B: Specifications and Drawings (includes Statement of Work)
Exhibit C: Price Sheet
Exhibit D: Draft Contract
Company's Financial Statement and Performance Indicators (**To be Provided by the Bidder**)

- 31.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

END OF SECTION III