



**Housing Authority of the County of Merced**

**QUOTES FOR SMALL PURCHASE  
GREEN PHYSICAL NEEDS ASSESSMENT  
ENERGY AUDIT  
UTILITY ALLOWANCE STUDY**

QSP 2021-10

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## GPNA/EA/UA Services

**INTRODUCTION:** The Housing Authority of the County of Merced (Authority) is seeking competitive proposals from interested, qualified organizations/individuals to conduct a Green Physical Needs Assessment (GPNA), an Energy Audit (EA) of its 13 Public Housing developments consisting of 421 units. Additionally, the selected firm will develop a Utility Allowance Study (UA) for the agency's Low-Income Public Housing and Housing Choice Voucher Programs. Utility Allowance Study shall be contracted separately for an initial 1-year period with (2) two-year renewable options.

Due to the estimated cost of this procurement falling under the Small Purchase Threshold of \$100,000.00, the Authority is procuring these services using a non-formal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (*i.e., bid bonds, public bid opening, etc.*). The Authority reserves the right to issue modifications to this QSP at any time, reject all proposals, and ask for any clarifications or verifications from Proposers at any time.

This QSP is being issued, as well any addenda, by Authority. The contact person for the Authority is:

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**Solicitation Date:** June 10<sup>th</sup>, 2021

**Due Date for Quotes:** July 1<sup>st</sup>, 2021

**Anticipated Start Date:** TBD (Actual Date to Be Determined)

### **Scope of Work**

1. Authority requires proposals from qualified firms and individuals to perform both a GPNA and an EA in accordance with all current HUD regulations, the HUD GPNA software ("tool"), forms, user guide, and other guidance as may be issued HUD from time to time.
2. The GPNA, the EA and the UA Public Housing will reflect 421 units in 13 projects from the Authority portfolio as identified in Attachment G of this QSP. The projects in Attachment G that are the subject of the

GPNA and EA are to include both dwelling and non-dwelling spaces and buildings as well as roads and parking areas contained within each project.

3. UA Housing Choice Voucher will be considered separately.
4. Attachment G contains a list of all properties, by project, with total number of units, and including a listing of other community facilities to be included in the assessment.
5. The results of the GPNA and EA will provide Authority with data to make both long- and short-term strategic decisions on its physical inventory and assist in obtaining financing.

**Part I. Green Physical Needs Assessment (GPNA) Scope of Work - Technical Specifications:**

**A. General Requirements:** The Green Physical Needs Assessment will be conducted in accordance with the U.S. Department of Housing and Urban Development (HUD) required criteria per Notice PIH 2010-46, the GPNA User Guide, and the Public Housing and Modernization Standards Handbook 7485.2. The Energy Audit will be conducted in accordance with 24 CFR 905 and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other Authority physical facilities. The assessment will identify energy conservation measures and the cost-savings that result from implementing the measures, thereby reducing operating costs. All identified physical improvements will meet or exceed HUD mandatory standards, and those established by local and state health, safety, and building codes. At a minimum, the goal of the GPNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with "as-built," to the degree reasonably possible based on available components and building age. The effort should provide the Authority with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

- 1.)** Generally, identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.

**2.)** Perform interviews and review existing property documentation with knowledgeable Authority staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.

**3.)** Identify all development components that will be part of the assessment.

**4.)** Establish sampling methodology per property. The sample should include at least one (1) of each apartment size in each building. Units must be distributed so that a variety of conditions will be evaluated.

**5.)** Establish a plan to inspect the following:

- 10 percent of dwelling units
- 20 percent of dwelling buildings
- 100 percent of non-dwelling
- 100 percent of the sites

**6.)** Perform walkthrough assessment/inspections of each development and other Authority properties to ascertain the condition of the property; immediate critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items. The assessor will record the data on the HUD GPNA approved data collection forms for the following: site, building exterior, building systems, unit, and common areas.

**7.)** Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead and new energy code compliance.

**8.)** The assessor will provide and record an estimate of Expected Useful Life (EUL) for each individual component and will provide a source for EUL in general.

**9.)** The assessor will provide and record a replacement unit cost for each individual component and for a total of those components. (E.g. per window and per window times all similar windows.)

**10.)** Identify work items needed and costs for implementation to make selected units accessible and usable by the handicapped as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA)

requirements will be inspected to ensure that the components are functioning according to their purpose. (*Note: A regulatory compliance review is not required for these units or areas; only a functionality and EUL assessment is needed.*)

**11.)** Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into the GPNA. Evaluate options for increased energy efficiency.

**12.)** The intent of the assessment is to perform a full evaluation based on visual observation of accessible areas. The assessor is not expected to perform destructive or forensic testing (opening wall cavities, cutting pipes, etc.) or to enter confined spaces. No destructive testing is to take place without prior written approval of the housing authority.

**13.)** Any deficiencies identified that could have an impact on health and safety will be brought to the attention of the Authority immediately by written and verbal notification as a matter of ensuring the safety of residents and housing authority personnel.

**14.)** The selected Contractor will develop a Comprehensive Costing Library. Professional/certified cost estimating utilizing "R.S. Means" construction costing is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD GPNA Tool. The comprehensive cost and EUL component library must contain descriptions and reference information.

**15.)** The selected Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g., Kitchens, Bedrooms) costing without specific work item costing is unacceptable.* The Contractor shall show a line-item prioritization as recommended by HUD. All data will be entered into the HUD GPNA tool. All data fields in the GPNA tool must be collected, and inputted by the Contractor. Missing or incomplete data is unacceptable.

## **B. Report Preparation**

**1.)** Contractor will provide a report to the Authority in narrative and spreadsheet that meets HUD and Authority requirements and will be in both paper and electronic format per HUD requirements. The draft report will contain the Green Physical Needs Assessment results including Energy Conservation Measures (ECM) from energy audits, and will be submitted to the Authority for review and comments. The report will include the following topics:

- i. Any repair items that represent an immediate threat to health and safety
- ii. Any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.
- iii. Separate HUD Form 52828, Green Physical Need Assessment for each asset management property/development assessed. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems
- iv. Executive Summary

## **Part II. Energy Audit Scope of Work/Technical Specifications:**

**A.** Pursuant to 24 CFR 965.302, the Authority is required not less than once every 5 years to conduct an energy audit. Specifically, the noted CFR states that each PHA:

Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA."

The Contractor shall perform an energy audit comparable to the standard established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Level II.

The objectives of the audits are to identify energy conservation measures (ECMs), to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit should identify any compliance, health, or safety issues related to energy improvements. Each development will require a non-investment-grade ASHRAE Level 2 energy audit and a report. The energy audits will include the following:

- 1.)** The Contractor shall analyze prior audit reports, energy consumption and cost information from gas, electric, oil suppliers, water and sewer consumption, for Authority paid utilities as well as tenant held accounts, if available. At least one (1) year of energy bills, but three (3) years is preferred, to be reviewed.

**2.)** Walk-through inspections of a reasonable sample of each type of dwelling units in each housing development. Sample will be at a minimum 10% of all residential units in each development. However, all sites and building and unit types must be surveyed by certified HERS rater, state certified energy auditor, or other professional approved by HUD. The energy walk through survey must include Core Energy Conversation Measures which conform to industry best practices for reducing energy and water consumption. Core Energy Conversation Measures include items related to building envelopes (e.g. insulation); heating, cooling, and other mechanical systems; water conservation; power, lighting systems and controls (e.g. CFL; and appliances (e.g. ENERGY STAR). Advanced Energy Conservation Measures which include advance, experimental, or difficult improvement items such a fuel conversion, conservation, technologies (energy management systems), energy-generation technologies and renewable energy systems (solar, geothermal) may be considered. Advanced Energy Conservation Measure recommendations must be cost effective per HUD requirements.

**3.)** Consultant shall conduct blower door/duct testing on a sample dwelling unit at each development in order to determine air sealing performance. The tester must be HERS Energy Rater certified or equivalent. Equipment must be calibrated within 12 months of blower door test. Evidence of calibrated equipment may be requested.

**4.)** Consultant shall conduct carbon monoxide and gas leak detection on all units inspected which have natural gas or propane appliances/equipment.

**5.)** May conduct thermal imaging tests on problem areas which are not accessible which have natural gas or propane appliances/equipment.

**6.)** Consultant shall conduct interviews with property management, maintenance personnel and residents to determine problem areas and concerns.

**7.)** Results of the walk-through inspections will be used to record qualitative information on form HUD-9614 and/or other enhanced Energy Survey forms. Consultant must provide data to complete said forms or a set of completed forms.

**B. Report Documentation or Report Preparation:**

The contractor shall provide:

- 1.) For each of the ECM's identified above, document information on energy audit data collection forms and calculate savings in consumption and dollars, as well as payback period. Benchmarks or all energy usage must be developed in order to determine consumption usage comparisons to HUD Typical Unit Consumption usage. Contractor must use the HUD Residential Energy Use Benchmarking Tool or other government approved software. At minimum, ECM's must be categorized into pay back periods of 5 years or less, 5 to 10 years, and greater than 10 years.
- 2.) Recommendations on ECMs to be implemented and prioritized.
- 3.) Preparation of summary listing of al ECMs identified for each of the housing developments.
- 4.) Prepare a draft report on energy audit results, and submit to the Authority for review and comments. Report shall include the following topics:
  - Audit objectives and methodology
  - Narrative of overall results and recommendations of audit, description of ECMs, recommended priority for implementation and summary of testing conducted on units.
  - Energy Audit Summary of Results for each housing development. This summary will include the following:
    - Title of ECM
    - Applicability to Development
    - Detail Cost Estimates
    - Expected Useful Life (EUL)
    - Annual savings in consumption and dollars
    - Payback period by years or categories
    - Recommendations
    - Energy data collection forms
    - Cost/benefit worksheets utilizing HUD guidelines showing consumption and dollar savings, and benchmarking results for each recommended ECM and payback period.

**Part III. Utility Allowance Study**

**A.** Provide utility allowance calculations for GHA's public housing properties that will conclude in the determination of utility allowances for each unit.



In addition, provide a utility allowance calculation for HCVP units including apartments/duplexes and single-family detached units. Utility calculations and allowances will be made in accordance with 24 CFR part 965 and Part 982.

**B.** The study should use a U. S. Department of Housing and Urban Development (HUD) acceptable statistical model and methodology and utilize current local utility rates and charges. Necessary adjustments should be made for climatic conditions, unit vacancies, etc.

**C.** Interested proposers must provide a written response to address the following:

**1.)** Explain the methodology and plan of work to be followed for the development of the utility allowance report and the calculation of utility allowances for both public housing units and HCVP units for both the initial year and for subsequent years.

**2.)** Explain the amount of assistance required by the staff of Authority in the preparation of the reports and allowances for both the initial year and subsequent years. This will include, but not limited to, staff time for site visits, provision of materials including, but not limited to, building plans, specifications and maps and contact with local utility providers.

**3.)** Explain the company's experience in the review and calculation of utility allowances for public housing and HCVP units, and their familiarity and experience working with Public Housing Authorities and HUD regulations.

**4.)** Provide a separate cost for the initial utility allowance report and allowances for public housing and HCVP units, as well as a separate cost for each subsequent year.

**5.)** Provide a listing of the deliverables the Authority will receive.

**6.)** The proposal should state annual services to be provided to the Authority for the term of the contract.

### **Deliverables and Timeframe**

**A.** Two (2) hard copies, one electronic (*editable Word/Excel*); and (1) electronic (pdf) of the Draft Green PNA and Energy audits.

**B.** Seven (7) hard copies and one (1) electronic (PDF) of the Final Green PNA and Energy Audits.

**C.** A completed electronic copy of HU's Green Physical Need Assessment Tool with all MHA's PIC data, Green PNA inspections, Comprehensive Cost Library, replacement needs, refurbishment needs, sustainability needs, accessibility needs and marketability needs populated and complete.

**D. Time Completion Plan/Schedule (TCP/S):** Offerors shall establish in the TCP/S the schedules/milestones shown below for the deliverables identified. In developing the schedule of milestones, the Contractor shall provide for thirty (30) calendar days for the Authority to review, coordinate, and comment on draft deliverables.

Deliverables	Timeframes/Milestones
Physical Needs Assessment (GPNA) – Draft Version	Within ninety (90) days after the effective date of the Notice to Proceed (NTP)
Energy Audit – Draft Version	Within ninety (90) days after the effective date of the NTP
Physical Needs Assessment (GPNA) – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the GPNA
Energy Audit – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the Energy Audit
Utility Allowance Study (UA) – Draft Version	Within ninety (90) days after effective date of the Notice to Proceed (NTP)
Utility Allowance Study (UA) – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the UA

**Contract Form:** The Authority will not execute a contract on the Contractor’s form. Contract will only be executed on an Authority form and by submitting a proposal, the Contractor agrees to do so (please note that Authority reserves the right to amend this form as Authority deems necessary). However, the Authority may consider any contract clauses that the Contractor wishes to include therein and requests in writing for the Authority to do so; but the failure of Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. Prior to submitting a proposal, it is the responsibility of each prospective Contractor to notify the Authority in writing of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the Authority's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

**Unauthorized Sub-Contracting Prohibited:** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest

or delegation of duty, without the prior written consent of the Authority, shall be void and may result in the cancellation of the contract with Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Authority.

**Licensing and Insurance Requirements:** Prior to award (*but not prior to submission of the proposal*) the Contractor will be required to provide:

- **Licensing:** Contractor must hold a valid California Contractor's License for the appropriate trade listed in this QSP with all appropriate bonding and insurance required by the State of California and have the ability to obtain all required permitting either through local, state and federal agencies and being in good standing with all governing agencies. The Contractor shall provide to the Authority copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- **Proof of Insurance:** Contractor shall procure and maintain throughout the duration of any Contract resulting from this Request for Quotes for Small Purchase insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, at a minimum, insurance coverage shown on the attached *Insurance General Requirements for Environmental Contractors/Consultants* (Attachment B). Proof of such coverage must be presented to the Authority prior to or at the time of contract execution.

**Contract Service Standards:** All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations as well as those provided as Attachments below. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the Authority of that fact and the reasons therefore.

## **PERFORMANCE SPECIFICATIONS**

### **Company Standards:**

Contractor shall possess the appropriate Contractor's license issued by the California Contractor's State License Board (*CSLB*) for all work performed.

### **Personnel Standards:**

1. Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.

2. Contractor's employees shall wear clearly visible identification while performing duties.
3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the Authority or its managers, the Contractor shall replace such personnel with those who are satisfactory.
4. Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, safety issues, disputes or controversies at the Authority's place of business or which interfere or are likely to interfere with the operations of the Authority's business.
5. Contractor shall immediately give such notice to the Authority, to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his/her opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, troubles, disputes, or controversies.

**Supervision:**

Contractor shall furnish the necessary qualified supervision to oversee all operations.

**Equipment:**

Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications and warrants that all equipment will be of such type as to cause no hazard or danger.

**Property Damages:**

Contractor shall be responsible for any damages to Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense.

**NON-COLLUSION**

Contractor shall complete an affidavit in proof that they have not entered into any collusion with any person in respect to this bid or any other bid or

the submitting of quotes for the contract for which this quote is submitted (*Attachment C - Non-Collusive Affidavit*).

### **SECTION 3 CONTRACT**

The work to be performed under this contract is on a project assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project (*Attachment E- Section 3 Form and Explanation*).

### **AWARD OF THE CONTRACT**

**Subject to Other Documents:** The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.

**Conflict of Interest:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

**Responsibility:** It shall be the responsibility of the Contractor to see that his/her quote is received by Authority by the date and time set forth for the opening of the quotes. Quotes received after the time stated shall not be considered.

**Rejection of Proposals:** The Authority reserves the right to accept or reject any or all proposals, which are determined to be non-responsive.

### **ATTACHMENTS**

- Attachment A: HUD Table 5.1: Mandatory Contract Clauses for Small Purchases Other Than Construction
- Attachment B: Authority Insurance Requirements for Environmental Contractors and/or Consultants
- Attachment C: Non-Collusive Affidavit
- Attachment D: Profile of Firm Form
- Attachment E: Authority Section 3 Form and Explanation
- Attachment F: Authority MWBE Contractor Information Over \$10K
- Attachment G: Site Information

## HOUSING AUTHORITY OF THE COUNTY OF MERCED QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of \$100,000.00, the Authority is procuring these services using a non-formal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time, reject any or all quotes, and ask for any clarifications or verifications from Proposers at any time.

**Quote:** The Authority is only requesting that this page and any additional documents referenced therein be submitted by the due date as indicated in the QSP. A single copy may be submitted electronically to melinab@merced-pha.com. By submitting a quote response, the Contractor agrees to abide by all applicable laws, ordinances, and regulations.

1. Base Quote - The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP, Quote Form, General Scope of Work, and Addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Merced, California, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the Specifications, for the amount(s) of:

\$ \_\_\_\_\_

Total hourly cost to provide the services as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.

2. If written notices of the acceptance of this quote is mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented for signature.

**Quote Submitted By:**

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By (Print Name):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Authorized Principal or Officer**

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials:** (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).** (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



# Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor, its agents, representatives, employees, or sub-contractors. With respect to General Liability; Professional Errors and Omissions Liability; Pollution, Environmental Impairment and/or Asbestos Pollution Liability, coverage shall be maintained for a minimum of five (5) years after contract completion.

## MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Contractor's profession; and Pollution, Environmental Impairment, and/or Asbestos Pollution Liability (*there are no standard policies available for these coverages*).

## MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance to include Pollution, Environmental Impairment, and/or Asbestos Pollution Liability: \$1,000,000 per occurrence, \$2,000,000 policy aggregate.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

## DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## OTHER INSURANCE PROVISIONS

The General Liability; Automobile Liability; Pollution, Environmental Impairment, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
2. The Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

If General Liability, Pollution, Environmental Impairment, and/or Asbestos Pollution Liability, and/or Professional Errors and Omissions Liability coverages are written on a **Claims-Made** form:

1. The **Retro-active date** must be shown, and must precede the date of the contract or the beginning of contract work (*whichever is earlier*).
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract or work (*See Form HUD 5370, Section 36 [2]*).
3. If coverage is cancelled or non-renewed, or otherwise not continually replaced with **Claims-Made** policy forms with a **Retro-active date** prior to the contract effective date, the Contractor **must** purchase extended reporting coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Authority for review before work begins under the contract.

**The aforementioned provisions are considered material provisions of this agreement.**

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+: VI. Bidders must provide written verification of their insurer's rating. If Pollution, Environmental Impairment, and/or Asbestos Pollution and/or errors and omissions coverages are not available from an **admitted** insurer, the coverage may be written by a **non-admitted** insurance company. A non-admitted company should have an A. M. Best's rating of B+: VI or higher.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before agreement commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### **SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

<b>FORM OF NON-COLLUSIVE AFFIDAVIT</b>
--

\_\_\_\_\_, being first duly sworn, deposes and says:  
*(name of signer)*

That he/she, is the \_\_\_\_\_ (a/an owner, partner, officer of the firm, ect.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the **Housing Authority of the County of Merced** awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

\_\_\_\_\_  
 SIGNATURE OF BIDDER/PARTNER/OFFICER

.....

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } §

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

(1) \_\_\_\_\_ ,  
(Name of Signer)

(and (2) \_\_\_\_\_) ,  
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
(Signature of Notary Public)

(Seal)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**PROFILE OF FIRM FORM**

1. Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_ Secondary Email: \_\_\_\_\_
3. Street Address, City, State, Zip: \_\_\_\_\_
4. Mailing Address, City, Sate, Zip (if different) \_\_\_\_\_
5. Please attached a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Former Business Name and Year Established (if applicable).

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

- Caucasian (Male) \_\_\_\_\_%    
  Caucasian (Female) \_\_\_\_\_%    
  Public-Held Corporation \_\_\_\_\_%    
  Government Agency \_\_\_\_\_%    
  Non-Profit Organization \_\_\_\_\_%

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

- Resident-Owned \_\_\_\_\_%    
  African American \_\_\_\_\_%    
  Native American \_\_\_\_\_%    
  Hispanic \_\_\_\_\_%    
  Asian/Pacific Islander \_\_\_\_\_%    
  Woman-Owned (MBE) \_\_\_\_\_%

- Disabled Veteran \_\_\_\_\_%    
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

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

9. Federal Tax ID No.: \_\_\_\_\_

10. City/County Business Licenses:

- a. City of Merced License # \_\_\_\_\_
- b. City of Atwater License # \_\_\_\_\_
- c. City of Livingston License # \_\_\_\_\_
- d. City of Los Banos License # \_\_\_\_\_
- e. City of Dos Palos License # \_\_\_\_\_
- f. County of Merced License # \_\_\_\_\_

11. State of California Contractor's License/Registration Type(s) and #.: \_\_\_\_\_

12. Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14. Automobile Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?  
Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?  
Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

**AUTHORIZING NAME AND SIGNATURE:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

**Goal Of These Contracts For Project Area Businesses:**

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

**Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**



SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

## SECTION 3 BUSINESS PREFERENCE CLAUSE

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### Priority I

#### Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### Priority II

#### Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### Priority III

#### Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

### Priority IV

#### Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

### Priority V

#### Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### Priority VI

#### Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### Priority VII

#### Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

### Vendor/Contractor Information

Dear Vendor/Contractor,

Please provide the information below:

Company Name: \_\_\_\_\_

Owner/President Name: \_\_\_\_\_

Co-Owner/Vice President Name: \_\_\_\_\_

Business/Contractor License #: \_\_\_\_\_

Contractor Section 3 Status:           No \_\_\_\_  
Yes \_\_\_\_\_

Sub-Contractor Company Name: \_\_\_\_\_

Sub-Contractor Owner/President Name: \_\_\_\_\_

Sub-Contractor Co-Owner/Vice President Name: \_\_\_\_\_

Sub-Contractor Business/Contractor License #: \_\_\_\_\_

Sub-Contractor Section 3 Status:           No \_\_\_\_  
Yes \_\_\_\_\_

**If contract over \$10,000.00, please check all that apply:**

a. Minority-Owned Business Enterprise (MBE):

- 1. White Americans \_\_\_\_\_
- 2. Black Americans \_\_\_\_\_
- 3. Native Americans \_\_\_\_\_
- 4. Hispanic Americans \_\_\_\_\_
- 5. Asians/Pacific Americans \_\_\_\_\_
- 6. Hasidic Jews \_\_\_\_\_

b. Woman-Owned Business Enterprises (WBE):

Thank you for your cooperation.



Housing Authority of the County of Merced  
HOUSING DATA

Conventional Units		Bedroom size				Total Units	
Project #	City	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>		
23 - 01	Merced	22	48	20	11	101	5th, 6th, 7th, George, West, Leshar, V, T
23 - 10	Merced	0	10	22	12	44	1st, 2nd, 3rd, R, S,
23 - 13	Merced	28	0	0	0	28	Park Ave/Elderly
23 - 21	Merced Aquisition	0	0	0	1	1	Barney
23 - 23	Atwater Aquisition	0	0	2	0	2	Vine Circle/Bellevue
		<b>50</b>	<b>58</b>	<b>44</b>	<b>24</b>	<b>176</b>	<b>Total AMP 1</b>
		50	116	132	96	394	Total Bedrooms
23 - 03	Atwater	2	8	4	1	15	Cameo Ct./Crest Rd.
23 - 06	Livingston	11	14	19	16	60	Alameda, Castellana, Blmrl
23 - 12A	Atwater	0	16	20	0	36	Kelso, Olive, Crest
23 - 12B	Winton	0	3	3	0	6	Suzie Street
		<b>13</b>	<b>41</b>	<b>46</b>	<b>17</b>	<b>117</b>	<b>Total AMP 2</b>
		13	82	138	68	301	Total Bedrooms
23 - 02	Los Banos	2	10	8	0	20	Linda Vista/ I Street
23 - 04	Los Banos	8	8	14	10	40	7th, 8th, B, C, D, Abby
23 - 05	So. Dos Palos	4	8	10	8	30	Lexington, Globe
23 - 11	Los Banos	0	3	5	2	10	J & K Street
23 - 12C	Dos Palos	0	5	7	0	12	Alleyne, Palo Alto, Almond
23 - 12D	So. Dos Palos	0	0	8	2	10	Globe
		<b>14</b>	<b>34</b>	<b>52</b>	<b>22</b>	<b>122</b>	<b>Total AMP 3</b>
		14	68	156	88	326	Total Bedrooms
23-24	Merced	0	6	0	0	6	1st Street
			<b>6</b>			<b>6</b>	<b>Total AMP4</b>
			12			12	Total Bedrooms
<b>Subtotal Conventional</b>		<b>77</b>	<b>139</b>	<b>142</b>	<b>63</b>	<b>421</b>	<b>Total PH</b>
						1,033	Total Bedrooms