



Housing Authority of the County of Merced

## **REQUEST FOR PROPOSALS RFP 2023-66**

### ***Security System and Closed-Circuit Television (CCTV) Monitoring Services***

*Proposal Due November 6th, 2023 at 4:00 P.M. (PST)*

405 U Street, Merced, CA. 95341

Telephone: (209) 386-4137

Email: [melinab@merced-pha.com](mailto:melinab@merced-pha.com)

**REQUEST FOR PROPOSAL (RFP) 2023-66**  
**SECURITY SYSTEMS & CCTV MONITORING SERVICES**

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**ATTACHMENTS**

1. Scope of Services
2. Submittal Instructions & Requirements
3. Proposal Cost Form
4. Profile of Firm Form
5. Form of Non-Collusive Affidavit
6. HUD-5369-B – Instructions to Offerors, Non-Construction
7. HUD-5370-C – General Conditions for Non- Construction Contracts, Section I (With or Without Maintenance Work)
8. HUD-5370-C – General Conditions for Non- Construction Contracts, Section II (With Maintenance Work)
9. Authority Insurance Requirements for Contractors (Non-Construction)
10. Contractor/Subcontractor Information
11. Section 3 Certification for Business Concerns Seeking Section 3 Business Preference

## SECTION 1 - GENERAL INFORMATION

The Housing Authority of the County of Merced (Authority), Whose main purpose is to provide affordable housing to low and moderate-income families, seniors and disabled/handicapped individuals, is now soliciting proposals from qualified firms with documented past performance of providing the required services through a formal Request for Proposals (RFP) process. Services required from awarded contractor include supply, install, configure, and maintain an integrated security system consisting of intrusion detection, fire panel monitoring, pull cord response, and Closed-Circuit TV (CCTV) in various scattered Authority sites. It is the intention of the Authority to execute a 1-year contract or contracts, with two (2) two-year (2-year) options for renewal.

The successful Offeror(s) awarded for a service area(s) will be required to provide their services to all locations within the geographic service area. Evaluation and awards will be made to the proposer(s) who best meet the needs of the Authority.

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

Melina Frederick, Director of Procurement  
405 U Street, Merced, CA. 95341  
Telephone: (209) 386-4137  
Email: [melinab@merced-pha.com](mailto:melinab@merced-pha.com)

1. **Proposals may be submitted by mail or hand-delivered.** Four (4) complete sets (including minimum of one original) must be bound separately and submitted together. The instructions below provide guidance on what the proposals will contain and how it should be organized.

Proposals shall be delivered, assembled in the order described in this RFP, in a sealed envelope or box clearly marked with the following:

### **REQUEST FOR PROPOSAL # 2023-66 Security Systems and CCTV Monitoring Services**

Proposals must be received by or *prior to* **4:00 p.m. (PST)** on **Monday, November 6<sup>th</sup>, 2023** at the Housing Authority main office, Located at **405 U Street, Merced, CA 95341**. Late submittals will not be accepted and will be returned, unopened, to the sender.

- a. Facsimile copies or emails will not be accepted. All proposals will become the property of Authority upon submission.

- b. All proposals must be submitted in accordance with the conditions and instructions provided herein.
  - c. All proposals must remain open for acceptance for 60 days from the due date.
2. **Addenda/Addendum and Update Procedures for the RFP:** During the period of advertisement for this RFP, Authority may wish to amend, add to or delete from, the contents of this RFP. In such situations, Authority will issue an Addenda/Addendum to the RFP setting forth the nature of the modification(s). Authority will email, fax or send via regular U.S. Postal Service Mail (upon written request), to all known Respondents, any Addenda/Addendum of the RFP solicitation. Interested parties may also view Addenda/Addendum on Authority's website [www.merced-pha.com](http://www.merced-pha.com). It shall be the responsibility of each Respondent to ensure that they have any/all Addenda/Addendum relative to this RFP.
3. **Contact with Authority staff, Board Members and/or Residents:** Under no circumstances may any Authority Board Member or any Authority staff member other than the contact person specified within this RFP be contacted during this RFP process by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions shall be in writing and directed to the contact person as listed within this RFP.
4. **Deadline to submit questions regarding RFP:** The deadline to submit questions regarding this RFP will be **October 30<sup>th</sup>, 2023 at 4:00pm**. After this deadline, questions will no longer be accepted for this RFP.

## **SECTION 2 – SCOPE OF SERVICES – See attachment #1**

### **SECTION 3 – PROPOSAL SUBMISSION REQUIREMENTS**

All proposals shall be submitted in an 8 ½" x 11" format, preferably in a 3-ring binder or similar format. Larger size pages or inserts may be used provided they fold into 8 ½" x 11". The proposal submittal shall be bound in a manner that the Authority can, if needed, easily remove the binding or remove pages to make copies, then easily return the proposal submittal to its original condition. The front cover of the proposal should bear the name and number of the RFP, date of submittal, Respondent's name(s), address, phone and email address(es). Provide all required certifications and HUD forms, and all other required documents as outlined within this RFP. All forms that require a signature or initials must bear an original signature or initial. All copies of the submittal must be identical in content and organization. The format of the proposals shall be organized into sections and tabbed according to list below for ease of review. Included copies shall also be tabbed.

**Tab 1:**

- Submittal Instructions & Requirements **(Attachment #2);**
- Proposal Cost Form **(Attachment #3);** Provide costs for initial one (1) 1-year contract and optional subsequent years for the two (2) two-year (2-year) options for renewal

**Tab 2:**

- Profile of Firm Form **(Attachment #4)**
- Form of Non-Collusive Affidavit **(Attachment #5)**
- Provide a list of team members and Identify Primary contact person.

**Tab 3:**

- Summarize the firm's qualifications and technical capabilities relevant to this Scope of Services and the Capacity to meet all requirements as specified within the RFP.
- Describe in brief the management plan proposed for monitoring of services and work to be performed.

**Tab 4:**

- HUD Form-5369-B: Instructions to Offerors Non-Construction **(Attachment #6)**
- HUD Form-5370-C: General Conditions for Non-Construction Contracts Section I **(Attachment #7)**
- HUD Form-5370-C: General Conditions for Non-Construction Contracts Section II **(Attachment #8)**

**Tab 5:**

- Provide a brief narrative identifying demonstrated successful past performance.
- Submit at least three (3) references. For each reference, please list Company/Agency name, mailing address, contact person, telephone and email address and brief description of services performed. References must be current and/or within the previous 24 months.
- Estimated work schedule with proposed start/completion dates.

**Tab 6:**

- Contractor/Sub-Contractor Information for Contract(s) over \$10,000. Minority-Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) **(Attachment #10)**
- Section 3 Certification for Business Concerns seeking Section 3 Business Preference (Optional) **(Attachment #11)**

**Tab 7:**

- Other Information (Optional)

## SECTION 4 - SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

1. **Acceptance of Proposal:** Proposals must be signed and received, in completed form, at the Authority prior to the proposal due date and time. Proposals submitted after the designated due date and time will not be accepted for any reason and will be returned unopened to the sender.
2. **Time for Reviewing Proposals:** Proposals received prior to the due date and time will be securely kept and remain unopened. Proposals received after the due date and time will not be considered. All proposals properly received will be evaluated by an Authority Evaluation Committee appointed by the Executive Director.
3. **Withdrawal of Proposals:** Proposals may be withdrawn by written notice or facsimile transmission received at any time prior to award and provided that withdrawal request has the signature of the authorized representative.
4. **Award of Contract(s):** Contract shall be awarded to the Respondent whose proposal best meets the needs of the Authority. Upon meeting Authority needs the award will be made to the responsible bidder offering the lowest cost. The Respondent to whom the contract is awarded to will be notified at the earliest practical date.
5. **HUD Debarment and Suspension List:** Contract shall not be awarded to a contractor which has been debarred, suspended or otherwise ineligible for participation, in accordance with Federal regulations (24 CFR, part 24 and 24 CFR, part 85) and in accordance to State of California law.
6. **No Claim Against Authority:** A Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against Authority or Authority's property by reason of all or any part of any of the following: any aspect of this RFP; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of the Authority or any person or entity on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.
7. **Best Available Data:** All information contained in this RFP is the best data available to the Authority at the time the RFP was prepared. The information given in the RFP is not intended as representation having

binding legal effect. This information is furnished for the convenience of the Respondents and Authority assumes no liability for any errors or omissions.

8. **Licenses:** The Respondents shall have and maintain all required licenses necessary to conduct business in the County of Merced and State of California. All licenses must be kept up-to-date for the duration of this contract. Copies of all licenses must be submitted at or prior to contract signing.
9. **Respondent Responsibilities:** Each Respondent is presumed by Authority to have thoroughly studied this RFP and is familiar with the contents, locations, nature of request, etc. covered by the RFP. Any failure to completely understand this RFP is the responsibility of the Respondent.
10. **Release of Information:** Information submitted in response to this RFP will not be released by Authority during the proposal evaluation process or prior to a contract award.
11. **Proprietary Information:** If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.
12. **Indemnity:** Contractor shall indemnify and defend Authority, its officers, officials, employees, volunteers, agents and assigns and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgements and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

## SECTION 5 – RIGHT TO PROTEST

1. **Rights:** Any prospective or actual proposer or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to serious violation of the Authority procurement policy.
2. **Definition:** An alleged aggrieved “protestant” is a prospective proposer or proposers who feels that he/she/they has been treated inequitably by Authority and wishes Authority to correct the alleged inequitable condition or situation.
3. **Eligibility:** To be eligible to file a protest with Authority pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a perspective proposer (i.e. recipient to the RFP documents) when the alleged situation occurred. Authority has no obligation to consider a protest filed by any party that does not meet these criteria.
4. **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of Authority’s procurement policy. Any protest against an Authority solicitation must be received before the due date for receipt of Proposals and any protest against the award of a contract must be received within ten (10) calendar days after contract award or the protest will not be considered. \*\*\*All protests must be in writing and submitted to the Contracting Officer or his/her designee for a written decision. The Contracting Officer or his/her designee will issue a written decision and findings to the Protester or Protesters within thirty (30) calendar days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within five (5) calendar days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be appropriately marked and sent to the address as listed below:

### **APPEAL OF RFP # 2023-66**

Housing Authority of the County of Merced

ATTN: Executive Director

405 U Street, Merced, CA. 95341

## SECTION 6 - AUTHORITY’S RESERVATION OF RIGHTS

1. Authority reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities or



to terminate the RFP process at any time, if deemed by Authority to be in its best interests.

2. The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including by not necessarily limited to, incomplete proposal and/or proposals offering alternate or non-requested services. Respondents may be excluded from further considerations for failure to fully comply with the specifications of this RFP.
3. The Authority reserves the right not to award a contract pursuant to this RFP.
4. The Authority reserves the right to reject the proposal of any Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; or who is not in a position to perform the contract.
5. The Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful Respondent(s).
6. The Authority reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
7. The Authority reserves the right to retain all proposals submitted and not to permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Authority Executive Director.
8. The Authority reserves the right to negotiate the fees proposed by the Respondent entity.
9. The Authority shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
10. The Authority shall reserve the right to at any time during the RFP or contract process prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

## SECTION 7 – PROPOSAL EVALUATION/CONTRACT AWARD

Proposals received in response to this solicitation shall be evaluated based on the evaluation factors set forth in the RFP. Factors not specified in the RFP shall not be considered.

Contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are most advantageous to the agency.

- 1) Proposals will be evaluated and scored.
- 2) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Section 8.
- 3) If after the initial evaluation of proposals, if there is a clear winner, contract may be awarded at that time.
- 4) If necessary, the results of the evaluation of both technical and cost proposals may be used to determine those proposals to be considered in the competitive range and kept in the running and scheduled for negotiations/discussion, or phase 2.
  - a. The Authority reserves the right to make no award, or decline to enter into negotiations should it believe that no Respondents to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period.
  - b. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation factors stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFP.

## SECTION 8 – EVALUATION CRITERIA

The following factors will be utilized by the AUTHORITY to evaluate each proposal received. Award of points for each listed factor will be based upon the detailed information that the proposer submits within his/her proposal submittal.

Evaluation #	Maximum Rating (Pts)	Evaluation Criteria
1	20	<b>Technical Capabilities and Qualifications:</b> in terms of personnel, (qualifications, years of relevant

		experience and years with the firm), equipment and materials; and, <b>Management Plan:</b> Include staffing of key positions, methods of assigning work, and procedures for maintaining level of service, etc.
2	20	<b>Demonstrated Successful Past Performance:</b> Documented track record of successfully completing projects substantially similar to that required by this solicitation and verifiable by reference checks or other means, (including meeting costs, schedules, and performance). Provide client(s) name, address, telephone number and email address.
3	20	<b>Capacity to meet all requirements as specified in the RFP:</b> Including number of years providing services for other similar sized entities with similar scope of work.
4	20	<b>Understanding the Scope of Services and Work to Be Performed:</b> proposal should reflect a demonstrated understanding of the RFP requirements.
5	20	<b>Proposed Costs:</b> Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals. Consideration will be given to those Respondents who demonstrate through their submittals, the ability to perform the required work at the minimum cost to AUTHORITY
6	5	<b>Preference: SBE/DBE/MBE/WBE:</b> Provided to those Respondents who provide documentation of Small Business Enterprise, Disadvantaged Business Enterprise Minority-owned Business and/or Women/s Business Enterprise Preference
7	5	<b>Preference: Section 3 Business Participation:</b> Provided to those Respondents who demonstrate through their submittals that AUTHORITY's stated participation goals, in terms of Section 3 business enterprise contracting and Section 3 resident employment and training will be met.
	<b>110</b>	<b>Maximum Points Possible</b>

## SECTION 9 – SUMMARY OF EVALUATION CRITERIA

### Evaluation Criteria

#### Technical:

1. Technical Capabilities & Qualifications	20 Points
2. Demonstrated Successful Past Performance	20 Points
3. Capacity to meet all Requirements	20 Points
4. Understanding of the Scope and Work	20 Points
5. Proposed Costs	20 Points

<b>Total</b>	<b>100 Points</b>
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**Additional Possible Points**

5. SBE/DBE/MBE/WBE Preference	5 Points
6. Section 3 Participation	5 Points
<b>Total</b>	<b>10 Points</b>

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<b>MAXIMUM POINTS POSSIBLE:</b>	<b>110 Points</b>
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**Understanding of the Technical Capabilities & Qualifications (15 Points Maximum):**

- (16-20) Proposal demonstrates excellent staffing levels, with appropriate qualifications. Demonstrates ability to maintain staffing levels and appropriate equipment/materials. RFP includes an excellent Management Plan and reasonable schedule.  
(Over 10 years' experience)
- (11-15) Proposal demonstrates sufficient staffing levels, with appropriate qualifications. Appears to have the ability to maintain staffing levels and appropriate equipment/materials. Management Plan is good.  
(5-10 years' experience)
- (6-10) Proposal demonstrates fair staffing levels, with fair qualifications. May have the ability to maintain staffing levels and appropriate equipment/materials. Management Plan is fair.  
(Less than 5 years)
- (0-5) Proposal does not demonstrate sufficient staffing levels, with appropriate qualifications. May not have the ability to maintain staffing levels and appropriate equipment/materials for the work required. Management Plan is not adequate.

**Demonstrated Successful Past Performance (20 Points Maximum):**

- (16-20) Proposal demonstrates a complete and comprehensive track record of successfully completing projects substantially similar and provided adequate list of verifiable references.
- (11-15) Proposal demonstrates a good track record of successfully completing projects substantially similar to that required and provided adequate list of verifiable references.

- (6-10) Proposal demonstrates a fair track record of successfully completing projects substantially similar and provided a fair list of verifiable references.
- (0-5) Proposal does not demonstrate an adequate track record of successfully completing projects substantially similar and does not include an adequate list of verifiable references.

**Capacity (20 Points Maximum):**

- (11-20) Proposal demonstrates a strong capacity to meet all requirements specified in the RFP.
- (7-11) Proposal demonstrates fair capacity to meet all requirements specified in the RFP
- (0-6) Proposal does not demonstrate capacity to meet all requirements specified in the RFP.

**Understanding of the Scope and Work (20 Points Maximum):**

- (16-20) Proposal demonstrates a complete and comprehensive understanding of the Scope of Services and Work to be performed.
- (11-15) Proposal demonstrates a good understanding of the Scope of Services and Work to be performed.
- (6-10) Proposal demonstrates some understanding of the Scope of Services and Work to be performed.
- (0-5) Proposal does not provide an adequate understanding of the Scope of Services and work to be completed.

**Proposed Costs (25 Points Maximum):**

- (16-20) Proposal demonstrates an excellent ability to perform the required work at the minimum cost to the AUTHORITY.
- (6-15) Proposal demonstrates a good ability to perform the required work at the reasonable cost range to the AUTHORITY.
- (0-5) Proposal does not demonstrate the ability to perform the required work at a reasonable cost to the AUTHORITY.

## **Scope of Services**

### **Security Systems & Closed-Circuit Television (CCTV) Monitoring Services**

The Housing Authority of the County of Merced (Authority) is soliciting for contractors in good standing and whom are appropriately licensed with the California State Licensing Board (CSLB). It is the intent of the Authority to establish a term contract, with a licensed, qualified contractor for labor, materials and equipment necessary to obtain 24-hour, 7 day a week security system and fire panel monitoring, preventative maintenance and service at multiple Authority sites. Contractor's C-7—Low Voltage Systems License issued by the CSLB must be active and in good standing at time of bid and maintained throughout and up to completion of awarded contract it is the intention of the Authority to execute a 1-year contract or contracts, with two (2) two-year (2-year) options for renewal. Contract extensions are at the sole discretion of the Authority, subject to negotiation of acceptable terms, conditions, and fees, and subject to approval of the Authority Board of Commissioners.

This Scope of Work (SOW) is not all encompassing of the work that will be required it is the sole responsibility and expense of the contractor to fully know and understand what will be required, including but not limited to, all details and all the requirements in providing any unnamed services, contractor shall include costs in the proposal.

#### **I. Description of Services Requested**

1. The Authority requests proposals from contractors to supply, install, configure, and maintain an integrated security system consisting of intrusion detection, fire panel monitoring, pull cord response, and Closed Circuit TV (CCTV) in various scattered Authority sites.
2. The contractor will submit proposal to include usage and supply of NON-PROPRIETARY equipment.
3. The proposal must include all equipment, labor, materials and services necessary to provide a complete turnkey solution as outlined in this RFP. A complete turnkey solution means the contractor is responsible for staging, installation, configuration, delivery, setup testing and training. The selected contractor is responsible for insuring that the cabling solution delivered is completely operational prior to sign off.
4. Proposal cost must include all costs for initial installation and services for one year and all services as specified within this document, including but not limited to, monitoring, preventative maintenance and service, for the optional two (2) two-year (2-year) increments. Costs shall be broken down by term.

5. Proposal cost shall include a breakdown of monetary rates for service calls as needed. The breakdown shall state hourly rates for emergency service, routine maintenance, and any other services the contractor would provide.
6. Contractor shall provide a DEDUCTIVE ALTERNATE for garage cameras to be installed at the individual Migrant Centers. A total of five (5) cameras.

## **II. General Description of Properties to be Monitored**

<b>Site Name</b>	<b>Site Address</b>	<b>Security Services Required</b>
Main Office - Merced	405 U Street Suite A, B, C, D, E,	Intrusion/Fire/CCTV
Main Office - Merced	405 U Street Suite F (399 George Drive)	Intrusion/Fire
O'Banion Learning Center	401 Leshar Dr. Suite A-H, Merced	Intrusion/Fire
AMP 1 – McDowell Manor	2858 Park Ave., Merced– All 28 Units	Pull Cord-report unit address only when pulled & activated
AMP 2 – Site Office	2870 Crest Rd., Atwater	Intrusion/Fire/CCTV
AMP 2 – Site Office	1005 8 <sup>th</sup> Street, Livingston office and Common Yard	Intrusion/Fire/CCTV
AMP 3 – Site Office	88 7 <sup>th</sup> Street, Los Banos	Intrusion/Fire/CCTV
AMP 3 – Site Office	21918 Lexington Ave., Dos Palos	Intrusion/Fire/CCTV
AMP 3 – West Globe	At 8831 West Globe Ave., and 8930 West Globe Ave., Dos Palos	CCTV
Valley View Site – Sierra Vista Apts.	1078 Sierra Vista, Atwater– All 14 units	Pull Cord-report unit address only when pulled & activated
Valley View Site – Dos Palos Elderly	1665 Dora Street, Dos Palos – All 25 units	Pull Cord-report unit address only when pulled & activated
Valley View Site – Midway Office	21227 Reynolds Avenue Office	Intrusion/Fire/CCTV
Los Banos Migrant Center Office	18926 W. Henry Miller Rd., Los Banos	Intrusion/Fire
Merced Migrant Center Office	2753 N. Santa Fe Dr., Merced	Intrusion/Fire
Atwater Migrant Center Office	9200 W. Westside Dr., Atwater	Intrusion/Fire
Planada Migrant Center Office	925 N. Plainsburg Rd., Planada Felix Torres (Year-Round)	Intrusion/Fire

### **III. Description of New Installations/Adjustments Required**

#### **1. Main Office, 405 U Street:**

##### **A. Building A:**

- Re-move existing outside door camera and move further out to capture outside activity.
- Relocate keypad from south entrance to breakroom entrance.
- Install 1, 360° view camera inside file room.
- Install 1, 360° view camera outside of file room, facing Leshner & George Drive.
- Install 1, 360° view camera outside of door facing parking area.

##### **B. Building B:**

- Replace the duct alarm sensor system throughout Building B.
- Building B Lower Level:
  - ❖ Install new door sensor to side garage door. Connect sensor alarm to existing door sensor connection at Building B lobby entrance. All of Building B doors shall be connected to the same alarm system.
  - ❖ Install 1, 360° view camera on the inside corner of Maintenance Vehicle Parking Garage.
  - ❖ Install 1, 360° view camera at the corner of the training room and the locker room.
- Building B Upper Level:
  - ❖ Install, 360° view camera at the corner of the break room and bathroom 2. Camera should capture all hallway activity in both directions.
  - ❖ Install, 360° view camera at the corner of Finance office and office of Development Tech. Camera should capture all hallway activity in both directions.

##### **C. Building C (400 West Avenue):**

- Install 1, 360° view camera at the porch entrance to face West Avenue.
- Install 1, Inside facing camera to capture hallway activity above the door leading to the parking area.

##### **D. Building D:**

- Currently Building D has two separate alarm systems. The contractor will connect all sensors of Building D to be on the same alarm system.
- Install 1, 360° view camera, camera position should be at an angle to capture door and garage door activity without obstruction.



- Install 1, 360° view camera at storage door facing storage area.
  - Install 1, 360° view camera camera position should be at an angle to capture door and garage door activity without obstruction.
- E. Building E:
- Install 1, 360° view camera facing out towards Lesher Drive.
2. O'banion Learning Center, 401 Lesher Drive:
    - A. Replace the duct alarm sensor system at 401 Lesher Drive.
  3. AMP 1, 23-13 McDowell Manor, 2858 Park Avenue:
    - A. Install 1, 360° view camera located at the discretion of contractor. Outside cameras must have bulletproof protective housing.
  4. AMP 2, 23-06 1005 8<sup>th</sup> Street, Livingston Office and open area lightpost:
    - A. Install door sensor in Livingston Office shop/garage
    - B. Install 1, 360° view camera that will capture all door entrances.
    - C. Install 1, 360° view camera on lightpost on the open yard lightpost. Outside cameras must have bulletproof protective housing.
  5. AMP 2, 23-12A 2870 Crest Road Office:
    - A. Re-position existing lobby camera to capture front door activity.
    - B. Install 1, 360° view camera to capture all activity.
  6. AMP 3, 23-04 88 7<sup>th</sup> Street, Los Banos Office:
    - A. Re-position lobby camera to capture front door activity.
    - B. Install 1, 360° view camera to capture all activity.
  7. AMP 3, 23-05 West Globe Avenue:
    - A. Install 1, 360° view camera on lightpost at 8932 W. Globe to face the empty lot located between 8861 W. Globe Avenue & 8860 W. Globe Avenue. Outside cameras must have bulletproof protective housing.
  8. AMP 3, 21918 Lexington Avenue Office and 23-12D West Globe Avenue:
    - A. Install 1, 360° view camera on lightpost at/around 8831 W. Globe to capture parking lot activity. Outside cameras must have bulletproof protective housing.
  9. Valley View-23-07 21227 Reynolds Avenue, Dos Palos Office and parking lot:
    - A. Install 1, 360° view camera to garage
    - B. Install 2, 360° view camera on a lightpost at each side of the complex overlooking the parking lot.

#### **IV. Alarm Monitoring**

1. Monitoring service shall include the recording of all events including alarm reports, open and close reports, test reports and trouble reports. Additionally weekly tests of the phone system that monitors the system will be required.
2. Existing telephone lines shall be utilized. Additional lines may be added if needed. Contractor must outline need in proposal.
3. All telephone lines must be tested for compatibility, contractor must confirm all telephone lines are in sync with and accordant with new system.
4. Accessibility to open and close reports shall be required, integrating Software for access management as needed.
5. All alarms received shall be reported to the appropriate designee for the alarm location. Upon contract award, a list of numbers will be provided to the contractor that are to be called until a live person is reached.

#### **V. Intrusion Alarm System Overview**

1. The intrusion alarm will consist of motion and glass break detectors, door contacts, and a control panel providing alarm notification via telephone dialer capture device.
  - A. Motion and glass break detection will be installed in all ground floor windows and exterior doors.
  - B. Motion detectors will be installed at all doors leading to the outside and to interior stairwells where applicable.
  - C. Motion detectors with long range lenses will be installed in each corridor on all floors.
  - D. A minimum of 2 keypads are currently installed in each building at the designated main entrances. Keypads at this time do not require replacement.
  - E. A blue strobe light will be installed in the all main lobby ceilings along with interior sirens located throughout the building to provide full sound coverage to the building if the system is activated.
  - F. Intrusion Alarms shall be set to automatically arm at 6:00 P.M. and not disarm until a user has entered a code.
2. System Design – Contractor will design the intrusion detection system based upon existing building circumstances. The design will include but is not limited to the location of the master alarm controller, power supplies, motion sensors, glass break sensors, strobes and sirens. The product of the design will be a set of shop drawings reflecting the overall design of the system and locations of all system devices and components.
3. Existing Intrusion alarm systems shall be replaced with new equipment, including but not limited to door contacts, and motion detectors.
4. Cable Installation – Contractor will install all cable necessary to produce a fully operational intrusion detection system. Cabling must be in red color

and U.L listed for plenum use. Cables exposed in any room, concealed inside walls, concealed above non-accessible ceilings shall be installed in conduit. Cable installed in corridors and other accessible ceiling areas will be installed in existing cable hangers or trays.

5. Main Control Panel – Contractor will install the main control panel along with all necessary components to produce a fully operational intrusion detection system.
6. Hold-up and/or Panic buttons will not be installed.
7. Keypad Installation – currently the Authority has keypads installed and does not anticipate a need to replace keypad. Contractor shall install Floppy Covers on existing door keypads at all locations.
  - A. Each Authority Employee will have his/her individual user code.
  - B. The Authority has keypads installed on doors that limit access, as needed. No new systems shall be installed, this includes Entry card swipe.
8. Motion, Glass Break Detector Installation – Detectors will be either wall or ceiling mount and will be installed in such a manner as to provide maximum coverage and use the of the device.
9. Door Contact Installation – Door contacts will be installed in such a manner as to ensure there will be no accidental triggering of the system.
10. Blue Security Strobe Installation – the blue security strobe will be installed in the all main lobby ceilings. It will be connected to the intrusion and fire system.
11. Interior Siren Installation – Interior sirens will be installed in the ceilings throught the buildings to ensure full coverage and connected to the security intrusion system.
12. Mounting Hardware – All devices will be installed with a J-box for cable terminations and cable splices. All J-boxes will be sized for the device mounted onto the box. All J-boxes that are surface mounted (exposed) will have no conduit knockouts on the sides on the box. All conduit will be terminated using threaded hubs.

## **VI. CCTV Overview**

1. The CCTV system will be a Network Video Recorder system with megapixel cameras that utilize Power Over Ethernet (POE) technology and are connected to the Authority provided Local Area Network (LAN).
2. High quality cameras with night vision are to be installed. The cameras must be weatherproof and all outside posted cameras shall have a bulletproof protective covering.
3. System Design – Contractor will design the CCTV system based upon the existing building circumstances. The design will include but is not limited to the location and aiming of cameras.
4. Cable Installation – All cabling for the CCTV system will be provided and installed by the contractor.

5. Video Management System Installation – The contractor will install the Video Management System hardware (Servers[s]), software, and IP camera licensing in an Authority provided cabinet.
6. Ceiling Mount Camera Installation – The contractor will provide all hardware to mount cameras. Mounting includes initial aiming of the camera and final adjustment necessary.
7. Analog to IP Encoders – The contractor will provide all cabling and hardware to install and configure analog to IP encoders.
8. Video Management System Configuration – The contractor will incorporate each camera and encoder into the Video Management System as it is installed so that upon completion of the installation, configuration and IP license application the camera is fully functional, usable and monitored by the Authority.
9. Contractor shall ensure cameras will have remote offsite viewing capabilities for multiple users. For example: the same viewing access that person A can see on their work cell, person B must also have access to view the same on their own respective work cell.
10. All camera feeds shall be connected to the Authority's server. All camera angles shall be viewable at the centralized location of the Building B camera servers.

## **VII. Pull Cord Alarm Overview**

1. New Pull Cords shall be installed to be compliant with the Americans with Disabilities Act (ADA) of 1990 and the 2010 ADA Standards for Accessible Design (Title I and Title II: Facilities, 2004 ADAAG {Accessibility Guidelines} Chapter 3, section 305, 308, & 309 and Chapter 4, section 404.3.5)
2. Each pull cord system shall register an alarm call at a central supervised location monitored by the contractor.
3. Pull cord system equipment shall include a "night light" to ensure tenants can see the cord in the dark. The equipment shall also include a light to confirm a call for help has been placed.
4. The system must provide an intercommunication system that connects to a continuously monitored switchboard (24 hours a day); OR sounds an alarm in the immediate corridor and actuates a visual signal at the living unit entrance, per Housing and Urban Development (HUD) guidelines.
5. Pull cords will be wall mounted in convenient designated locations allowing the user to raise an alarm when assistance is needed. (1 in bedroom, 1 in bathroom. IF NOT PRESENT)
6. The alarm is to be raised by simply pulling on the distinctive colored cord (preferably red), which must incorporate a triangular handle to provide ease of grip. This shall be in compliance with ADAAG section 309 and section 404.3.5.

7. When the pull cord alarm is triggered the contractor must immediately dispatch emergency response teams. This includes, fire, police, and emergency medical services (EMS). Once all three(3) emergency services have been contacted the contractor will then contact the designated Authority contacts.
  - A. The Authority shall be contacted **AFTER** emergency services are called to attend to pull cord residence.

### **VIII. Fire Alarm Overview**

1. The fire alarm system should be designed to provide early detection and warning of a fire. Buildings with existing fire alarm systems shall be included in the proposal.
2. The contractor must consider the size, complexity and use of the building, and the degree of detection and warning needed. No new fire alarm systems shall be installed unless absolutely necessary.
3. The fire alarm system will consist of a control unit, manually activated signaling boxes (pull boxes), fire detectors and audible alarm devices. There must also be visual signal devices to warn the hearing-impaired, annunciators to indicate the origin of the alarm signal, and emergency telephones and other equipment for communication between the central control panel and other parts of the building.
4. All components of the fire alarm system must be tested annually by a certified technician in accordance to all Federal, State, and Local regulations. All testing reports must be provided to the Authority and submitted to any/all required entities.

### **IX. Execution Requirements**

1. All **Non-Proprietary** equipment shall be installed as per the manufacturer's recommendations and as required by the specifications.
2. All equipment, wiring, conduit and outlet boxes required to produce a complete and operating system will comply with all applicable local, state, and national codes, the manufacturers recommendations and all contract documents.
3. The contractor must be a manufacturer authorized representative/installer of all equipment provided under this QSP. The contractor will provide supervision of the final system panel connections, perform a complete functional test of all systems and submit a written report to the Authority attesting to the proper operation of the system.
4. All system devices will be mounted on wall surfaces so as to provide maximum coverage and use of the device. All devices will be marked with an indelible marker on their surface indicating their zone identifications.
5. All work will be performed using licensed installers with current licenses as required by the State of California for the type of work being performed.

Copies of all licenses held by contractor's personnel will be provided to the Authority for its review at the shop drawing stage of the project. The licensed personnel will be on site at all times when work is being performed at Authority sites.

6. Once the CCTV system is operational the Authority will provide the contractor with final CCTV Camera Aiming instructions. The contractor will provide all required personnel and materials needed to re-aim any camera in the system.

#### **X. Documentation Requirements**

1. Before work begins the contractor will provide Authority-IT with complete set of shop drawings showing the overall design of the systems and location of devices. The shop drawings will be provided in hard copy and PDF.
2. Upon completion of the installation the contractor will provide to Authority-IT a signed written statement attesting that all system equipment was installed in accordance with all specification, electrical plans and wiring diagrams, and instructions and directions provided by the manufacturer.
3. Upon completion of the installation the contractor will provide to Authority-IT a signed written report attesting to the proper operation of the system
4. Upon completion of the installation and prior to the final walk through the contractor will provide to Authority-IT a complete as-built diagram of the new system. Drawings will be provided in both hard copy and PDF.
5. Upon completion of the installation the contractor will provide Authority-IT with the outgoing phone line numbers used by the panels.

#### **XI. Warranty Requirements**

All equipment and wiring will be guaranteed against defects in materials and workmanship for a minimum five-year period from the acceptance and beneficial use of the system. Emergency repairs, programming changes and additions to the system by Authority personnel shall not invalidate this warranty.

#### **XII. Acceptance of the System**

1. All equipment and services shall be installed and operational within a 90-day time frame.
2. Contractor must provide verification that staff on hand can complete this project in the required 90-day time frame.
3. Walk through testing of the system will be completed prior to putting the system online to the reporting office. This testing will be performed at a time when staff is present and there are no activities at the Authority.
4. Walk through testing will include arming of the system and activation of each zone device to ensure proper operation, programming and installation of the device.

5. Walk through testing will include, but is not limited to, the following persons; the contractor's representative, the installer, and Authority personnel. The contractor will coordinate with all parties concerned and provide adequate notice to schedule all parties.
6. The contractor will have available for Authority-IT use at the time of the walk through cut sheets listing all equipment installed including applicable names, serial numbers, zone numbers, IP addresses, etc. for each system device or component and indicating the exact location of the device.
7. The contractor will provide adequate training on each system for each site. Training will be provided at all locations directed by the Authority.
8. Training will include, but not be limited to, the following; detailed instructions of how each system operates, programming of the system and system operations in both the normal state and activated or alarm states.

### **XIII. General Requirements**

1. Hours of Work: Schedules and operations will be performed to minimize intrusion and potential risks to the residents within the community. Installation hours will take place between the hours of 7:30 a.m. and 5:00 p.m., Monday through Thursday, and 7:30 a.m. through 4:00 p.m. alternating Fridays, during Authority business hours. However, after hours or weekend work might be required from time to time.
2. Concurrent Installations: The selected contractor is expected to be able to work on multiple sites and projects at the same time.
3. Assignment Coordination: The selected contractor must coordinate all work through an Authority assigned contact.
4. Material information and specifications of non-proprietary equipment must be included in bid submittal.
5. All recyclable and/or reusable equipment must be recycled and/or reused by an approved company (i.e. Habitat for Humanity).
6. Generally accepted industry standards must be adhered to and in a workman like manner.
7. Contractor will be required and responsible for obtaining, maintaining and paying for all city and/or county business licenses and permits and related connection or other fees. Copies of licenses and/or permits must be submitted to the Authority prior to issuance of Notice to Proceed. Failure to maintain these licenses in a current status during the term of the contract will constitute a material breach thereof.
8. Contractor will be required and responsible for paying any and all related and required fees and costs, including but not limited to, impact fees, architectural and/or engineering costs, environmental testing costs, etc. associated with the work.
9. All material must be new unless otherwise specified.
  - A. Contractor must install and/or use the specified materials or approved equals. Any equals, substitutions or variances in

equipment or material standards require prior written approval by the Authority.

- B. The contractor must provide and pay for all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise within these specifications.
  - C. All work must be performed according to industry standards, procedures and methods normally accepted in the industry and in compliance with all current federal, state and local laws, codes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, the Contractor will immediately notify the Authority of that fact and the reasons therefore.
  - D. All phases of work may be inspected daily as the work progresses and work will not be covered without first being inspected and approved by the Authority.
  - E. Any removal of material not approved by the Authority will be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any designs costs, fees and charges related to its approval.
  - F. Contractor must review the existing site conditions and include within cost accessibility constraints due to utility lines, trees and other potential obstructions and constraints. Removal costs associated with these operations will be included in bid.
  - G. Additional costs by Contractor cannot be assumed and must be pre-approved by the Authority prior to performance of work. Any removal of material not approved by the Authority will be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any designs costs, fees and charges related to its approval.
  - H. Contractor assumes any and all responsibility and liability for any and all vehicles, equipment, portable toilet/s, materials and/or material storage or other storage containers stored on the Authority property. Contractor must clean and/or paint over graffiti within 24 hours of notification.
  - I. Contractor will be responsible for providing an adequate number of portable toilets for its employees use. The Authority resident toilets are not to be utilized.
  - J. Contractor will obtain written approval prior to using any resident utilities (i.e. electricity, water, etc.).
10. Contractor will be responsible for repair and/or replacement of any damaged areas made in the course of the work being performed. Damaged areas include but are not limited to, existing, adjacent and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with design and quality of the existing, adjacent and/or adjoining materials.



11. Contractor will keep the site clean and free of barriers and hazards and leave the site in a clean and orderly manner at the end of each work day. The Authority and/or resident dumpsters and/or trash receptacles will not be used. All debris must be properly and legally disposed of, offsite daily.
12. Contractor will be responsible for the disposal of the materials demolished at the site during this project, and such disposal will be performed in compliance with all applicable laws. All work performed in removing the existing material and installing the new products must be performed by properly licensed personnel. Materials will be properly disposed of at the end of each day. Contractor will not utilize the project site dumpsters or trash cans.
13. All work will be inspected and signed off by the Authority's Authorized Representative(s) before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority and is deemed complete.
14. Any repair and/or restoration of damaged area will be performed at no cost to the Authority.
15. Contractor will supply all safety or warning signs, equipment, plastic covers, barricades and any other specialty items that may be required.
16. Prior to the start of work, a meeting will be scheduled between the Contractor and Authority's Authorized Representative(s) to discuss the project. At this meeting, the Contractor will present his/her proposed work schedule for the entire project.
17. Prior to the start of work, the Contractor will notify the Authority in writing of any surface defects (not covered elsewhere in this specification) which might be detrimental to the proper application of materials. If any defects are found, the Contractor will delay the project until the repairs can be arranged by the Authority's Authorized Representative(s). This delay will be at no cost to the Authority.
18. Contractor must furnish the necessary qualified supervision to oversee all operations.
19. The Contractor must keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damages to the Authority property and to avoid an unsightly condition. Removal of such items will be performed promptly upon completion of work. The Contractor will not use the Authority facilities for disposal of debris and waste material, whether hazardous or non-hazardous, or asbestos-containing or non-asbestos containing.
20. The Contractor must comply with all laws, ordinances, rules and regulations applicable to the work. The Contractor will provide adequate protection for all persons and all Authority personnel within the working area or approaches thereto and will furnish and erect temporary barricades where necessary.

21. The Contractor, its employees, subcontractors, or other representatives, have no tenancy and will be admitted to the grounds only for the proper execution of the work under this contract. The Contractor, its employees, subcontractors, or other representatives must wear identifying company uniform and employee badge while working on Authority properties.
22. Contractor must take particular care in preserving the integrity of the adjacent sites and ensure consistency of his/her work in order to maintain the overall appearance of the community.
23. Contractor must minimize dust from any construction activities and conform to the requirements of San Joaquin Valley Unified Air Pollution Control District.
24. Contractor will provide traffic control and limit impacts on city streets and private parking.
25. The Authority must provide its residents at least 48-hour notice before Contractor may commence work on unit; therefore, the Contractor will provide written notification to the Authority at least one week in advance before the anticipated start date for each unit. Contractors' notice must include all relevant information regarding protection of resident's property.

#### **XIV. Drug-Free Workplace:**

The Authority maintains a Drug-Free Workplace which applies to Authority contracted work. Contractor and/or its employees shall not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties or reporting to work for Authority under the influence of any of the above.

**Medical Marijuana: The use and/or possession of medical marijuana is strictly prohibited on Authority property and will result in termination of the contract. Federal law supersedes state laws that legalize medical marijuana related conduct.**

#### **XV. Smoke-Free Workplace:**

Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Smoking materials (i.e. cigarette butts, matches, etc.) shall not be disposed of in gutters, walkways, streets, driveways, common areas or any other areas on Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices.

**XVI. Prevailing Wage Determination:**

**DAVIS-BACON & RELATED ACTS:** The Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) have determined that this job requires compliance with the Davis-Bacon Act and Related Acts and the payment of not less than the prevailing wages as determined by the DOL and published in the bid documents. You may obtain a current wage determination by visiting:

<https://sam.gov/wage-determination/CA20230009/10>

or by contacting the Authority. Wage decision **#CA20230009, Modification 10, as last revised September 15, 2023** will be utilized for this project. Wage decision shall be "locked-in" ten (10) days prior to bid opening. As this project is a HUD (Federal) funded project, any state or local determined wage rate that exceeds the corresponding Federal Determined Wage Rate, the state or local determined rate is inapplicable to the contract and shall not be enforced. Attention is called to the Notice of Requirement for Affirmative Action to insure Equal Employment Opportunity (Executive Order #11246) and payment of not less than prevailing salaries and wages, as set forth in the specifications, pursuant to Section 16(2) of the United States Housing Act, as amended. On-Site Interviews: Inform all workers of prevailing wage rates, position title, and job duties

## RFP SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items/information listed below **must** be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the referenced completed form or information has been included within the hardcopy proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference.

FORM/INFO INCLUDED	TAB #	SUBMITTAL ITEMS/INFORMATION (Submit FOUR (4) complete proposals)
	1	<ul style="list-style-type: none"> <li>• Submittal Instructions &amp; Requirements <b>(Attachment #2)</b></li> <li>• Proposal Cost Form <b>(Attachment #3)</b>; Provide costs for initial one (1) 1-year contract and optional subsequent years for the two (2) two-year (2-year) options for renewal</li> </ul>
	2	<ul style="list-style-type: none"> <li>• Profile of Firm Form <b>(Attachment #4)</b>;</li> <li>• Form of Non-Collusive Affidavit <b>(Attachment #5)</b></li> <li>• Provide a list of team members and Identify Primary contact person</li> </ul>
	3	<ul style="list-style-type: none"> <li>• Summarize the firm's qualifications and technical capabilities relevant to this Scope of Services and the Capacity to meet all requirements as specified within the RFP</li> <li>• Describe in brief the management plan proposed for monitoring of services and work to be performed.</li> </ul>
	4	<ul style="list-style-type: none"> <li>• HUD-5369-B: Instructions to Offerors Non-Construction <b>(Attachment #6)</b>;</li> <li>• HUD Form 5370-C: General Conditions for Non-Construction Contracts, Section I (With or Without Maintenance Work) <b>(Attachment #7)</b></li> <li>• HUD Form 5370-C: General Conditions for Non-Construction Contracts, Section II (With Maintenance Work) <b>(Attachment #8)</b></li> </ul>
	5	<ul style="list-style-type: none"> <li>• Demonstrated Successful Past Performance;</li> <li>• Three (3) references, include Company/Agency name, mailing address, contact person, telephone and email address and brief description of services performed.;</li> <li>• Estimated work schedule with proposed start/completion dates.</li> </ul>
	6	<ul style="list-style-type: none"> <li>• Contractor/Sub-Contractor Information for Contract(s) <b>(Attachment #10)</b>;</li> <li>• Section 3 Certification for Business Concerns seeking Business Preference <b>(Attachment #11, Optional)</b></li> </ul>
	7	<ul style="list-style-type: none"> <li>• Other Information <b>(Optional)</b></li> </ul>

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

BY: \_\_\_\_\_  
*(Signature of Official Company Representative)*

DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Proposal Cost Form****RFP 2023-66: Security System & Closed-Circuit Television (CCTV) Monitoring Services**

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by the Housing Authority of the County of Merced (Authority), hereby proposes to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, and services necessary to satisfactorily complete all work required as stated within the proposal documents **RFP 2023-66: Security System & Closed-Circuit Television (CCTV) Monitoring Services**.

**Proposal: I hereby propose to complete the work as described in the scope of work at a cost of**

**\$\_\_\_\_\_ Dollars/Cents (\$\_\_\_\_\_). For first year.**

**1<sup>st</sup> 2-year optional cost: \$\_\_\_\_\_ Dollars/Cents (\$\_\_\_\_\_)**

**2<sup>nd</sup> 2-year optional cost: \$\_\_\_\_\_ Dollars/Cents (\$\_\_\_\_\_)**

**ADDENDUM ACKNOWLEDGEMENT:**

By my signature below, I hereby acknowledge that I have received the following addenda/addendum (If Applicable):

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name of Authorized Respondent

Date: \_\_\_\_\_, 2023\_\_

\_\_\_\_\_  
Signature of Authorized Respondent

\_\_\_\_\_  
Title

<b>PROFILE OF FIRM FORM</b>
-----------------------------

1. Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Email: \_\_\_\_\_

3. Street Address, City, State, Zip:

\_\_\_\_\_

4. Mailing Address, City, State, 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?

No ☐ Yes ☐ 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?

No ☐ Yes ☐ 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**



## FORM OF NON-COLLUSIVE AFFIDAVIT

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

That he/she, is the \_\_\_\_\_ (a/an owner, partner, officer of the firm, etc.) 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 public body awarding the contract of 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 foregoing is true and correct.

\_\_\_\_\_  
SIGNATURE OF BIDDER:  
if bidder is an individual  
SIGNATURE OF PARTNER:  
if bidder is a partnership;  
SIGNATURE OF OFFICER:  
if bidder is a corporation;

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)

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

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

Proved to me on the basis of satisfactory evidence to be the person who appeared before me)  
\_\_\_\_\_

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

(Seal)

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

## 6. 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.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by  
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (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 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

## **23. 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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

## **Authority's Insurance Requirements for Contractors (Non-Construction)**

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 performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

### **MINIMUM SCOPE OF INSURANCE, Coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 00 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), **required if scope of work includes driving on Authority property.**
4. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.

### **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 the project/location 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.

**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 and Automobile Liability 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 on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, 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.

### **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.

### **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 work 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-contractor's work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above. 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.

**NOTE:** The General Contractor's Commercial General Liability **insurance should not include CG 2294 or CG 2295** as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

## Contractor/Sub-Contractor Information

Dear 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 \_\_\_\_\_

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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.<sup>00</sup>, please check all that apply (Only Optional if under \$10,000.<sup>00</sup>):**

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 Enterprise (WBE):

\_\_\_\_\_

Thank you for your cooperation.

### SECTION 3 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"/> Assumed Business Name Certificate <input type="checkbox"/> List of owners/stockholder and % of each <input type="checkbox"/> Latest Board minutes appointing officers <input type="checkbox"/> Organization chart with names and titles and brief functional statement	<input type="checkbox"/> Certificate of Good Standing <input type="checkbox"/> Partnership Agreement <input type="checkbox"/> Corporation Annual Report <input type="checkbox"/> Additional documentation
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**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"/> PHA Residential lease (less than 3 years from date of employment)	<input type="checkbox"/> List of all employees claiming Section 3 status <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment)
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**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

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


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**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 (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:

<b>"X" = LESSOR OF:</b>	
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