

**Housing Authority
of the County
of Merced**

**REQUEST FOR PROPOSALS
Coin-Operated Laundry Services**

RFP #2019-14

**Pre-bid Meeting: July 18, 2019
At 9:00 a.m. (PDT)
(405 U Street, Merced)**

**Bid Close: July 30, 2019
At 2:00 p.m. (PDT)
(405 U Street, Merced)**

405 U Street – Merced, CA 95341
Telephone: (209) 386-4137 ** TDD 711 or (800) 855-7100
Email: sue@merced-pha.com



REQUEST FOR PROPOSAL (RFP) #2019-14
COIN-OPERATED LAUNDRY SERVICES

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SECTION 1 - GENERAL INFORMATION

Housing Authority of the County of Merced, hereinafter known as the "Authority", was organized in 1942, under the U.S. Housing Act of 1937. The Authority is governed by a seven-member Board of Commissioners. Our main purpose is to provide affordable housing to low- and moderate-income families, seniors and disabled/handicapped individuals. The Authority is seeking proposals from interested, qualified and insured entities to provide, , install and maintain laundry equipment (washers and dryers) in established laundry facilities at different locations as listed within this Request For Proposals (RFP). It is the intention of the Authority to execute a 1-year contract with two (2) two-year options for renewal for a total not to exceed 5-years.

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:

Sue Speer, Director Development & Asset Management
405 U Street - Merced, CA 95341
Telephone: (209) 386-4137 ** TDD 711 or (800) 855-7100
Email: Sue@merced-pha.com

- 1. Proposals may be submitted by mail or hand-delivered.** Proposers must submit FOUR (4) complete sets, including minimum of one original signatures. Proposals, originals and copies, must be bound separately and submitted together. The instructions below provide guidance on what the proposals must contain or how it must 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 # 2019-14
COIN-OPERATED LAUNDRY SERVICES**

Proposals must be received by the Authority *prior to* 2:00 p.m. (PDT) on July 30, 2019 at the Authority- Main Administration Office, 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 the 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. **Pre-bid Meeting and Interpretations/Questions:** A volunteer Pre-Bid meeting will be held on Thursday, July 18, 2019 at 9:00 a. m. (PDT). During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Request for interpretation must be made, in writing, no later than 10:00 a.m. (PDT) EIGHT (8) calendar days prior to bid due date, to email sue@merced-pha.com.
3. **Addenda/Addendum and Update Procedures for the RFP:** During the period of advertisement for this RFP, the Authority may wish to amend, add to or delete from, the contents of this RFP. In such situations, the Authority will issue an Addenda/Addendum to the RFP setting forth the nature of the modification(s). The Authority will email, fax or send via regular U.S. Postal Service Mail (upon written request), to all known Respondents, any Addenda/Addendum to the Respondents of the RFP solicitation. Interested parties may also view Addenda/Addendum on the Authority's website www.merced-pha.com, "Contractor Opportunities". It shall be the responsibility of each Respondent to ensure that they have any/all Addenda/Addendum relative to this RFP.
4. **Contact with the 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.

SECTION 2 – STATEMENT OF WORK – 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, and 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, address, phone, fax numbers and an email address. 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 for ease of review, including copies.

- Tab 1:** Submittal Instructions & Requirements (*Attachment #2*)
Technical Capabilities and Qualifications
Management Plan
Profile of Firm Form (*Attachment #3*)
Form of Non-Collusive Affidavit (*Attachment #4*)
- Tab 2:** Demonstrated Successful Past Performance
The Respondent shall submit a listing of former or current clients, including any Public Housing Agencies, for whom the Respondent has performed similar or like services to those being proposed herein. 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.
- Tab 3:** Capacity to meet all requirements as specified within the RFP.
- Tab 4:** Understanding the Scope of Services and Work to be performed.
- Tab 5:** Proposal Form (*Attachment #5*)
HUD-5369-C: Certifications and Representations of Offerors,
Non-Construction Contracts (*Attachment #7*)
- Tab 6:** Section 3 Certification for Business Concerns seeking Section 3
Business Preference (*Attachment #10*)
Vendor/Contractor Information (*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 is the lowest most responsive and responsible proposer

whose proposal best meets the needs of the Authority. The Respondent to whom award is made 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 CRF, part 85) and in accordance to the State of California law.
- 6. No Claim Against The Authority:** A Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against the Authority or the 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 the Authority assumes no liability for any errors or omissions.
- 8. Licenses:** The awarded respondent shall have and maintain all required licenses necessary to conduct business in the Cities of Merced, Atwater and Dos Polos, 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. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 9. Respondent Responsibilities:** Each Respondent is presumed by the 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 the 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 the 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 the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the 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

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.

1. **Definition:** An alleged aggrieved “protestant” is a prospective proposer or proposers who feel that he/she/they has been treated inequitably by the Authority and wishes the Authority to correct the alleged inequitable condition or situation.
2. **Eligibility:** To be eligible to file a protest with the 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. The Authority has no obligation to consider a protest filed by any party that does not meet these criteria.
3. **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of the 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 Executive Director or his/her designee for a written decision. The Executive Director 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 #2019-14
Housing Authority of the County of Merced
ATTN: Executive Director
405 U Street, Merced, Ca 95341

SECTION 6 - AUTHORITY'S RESERVATION OF RIGHTS

1. The 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 the 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 anytime 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	Technical Capabilities and Qualifications: in terms of personnel, (qualifications, years of relevant experience and years with the firm), equipment and materials; and, Management Plan: Include staffing of key positions, methods of assigning work, and procedures for maintaining level of service, etc.
2	20	Demonstrated Successful Past Performance: 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	Capacity to meet all requirements as specified in the RFP: Including number of years providing services for other similar sized entities with similar scope of work.
4	20	Understanding the Scope of Services and Work to Be Performed: proposal should reflect a demonstrated understanding of the RFP requirements.
5	20	Proposed Cost Benefit: Proposal cost benefit 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 the Authority
6	5	Preference: DBE/MWBE: Provided to those Respondents who provide documentation of Disadvantaged Business Enterprise and Women Business Enterprise.
7	5	Preference: Section 3 Business Participation: Provided to those Respondents who demonstrate

		through their submittals that the Authority's stated participation goals, in terms of Section 3 business enterprise contracting and Section 3 resident employment and training will be met.
	110	Maximum Points Possible

SECTION 9 – SUMMARY OF EVALUATION CRITERIA FOR STEP I AND STEP II

Step I

Evaluation Criteria

Technical:

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

Total 100 Points

Additional Points

5. DBE/WBE Participation	5 Points
6. Section 3 Participation	5 Points

Total 10 Points

MAXIMUM POINTS POSSIBLE: 100 Points

Understanding of the Technical Capabilities & Qualifications (20 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):

(16-20) Proposal demonstrates a strong capacity to meet all requirements specified in the RFP.

(11-15) Proposal demonstrates good capacity to meet all requirements specified in the RFP

(6-10) Proposal demonstrates fair capacity to meet all requirements specified in the RFP.

(0-5) 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 to be provided.

(11-15) Proposal demonstrates a good understanding of the Scope of Services to be provided.

- (6-10) Proposal demonstrates some understanding of the Scope of Services to be provided.
- (0-5) Proposal does not provide an adequate understanding of the Scope of Services to be provided.

Proposed Costs (20 Points Maximum):

- (16-20) Proposal demonstrates an excellent ability to provide the required services at the maximum benefit to the Authority.
- (11-15) Proposal demonstrates a good ability to perform the required services at a reasonable benefit range to the Authority.
- (5-10) Proposal demonstrates a fair ability to perform the required services at a fair benefit to the Authority.
- (0-5) Proposal does not demonstrate the capacity to provide the required services a benefit to the Authority.

SCOPE OF WORK
RP #2019-14: Coin Operated Laundry Service
Various Properties – Merced County

It is the intent of the Housing Authority of the County of Merced (Authority) to establish a term contract or contracts, with a vendor or multiple vendors for labor, materials and equipment necessary to provide, install, and maintain laundry equipment (washers and dryers) in established laundry facilities at different properties within the County of Merced. The services and equipment provided must be high quality, well maintained and energy efficient, while providing at the maximum financial return for the Authority. It is the intention of the Authority to execute a 1-year contract or contracts with two (2) two-year options for renewal, for a total not-to-exceed five years.

- 1. General Requirements:** Contracts will be awarded for the provision of all equipment and maintenance and payment of an agreed percentage of the monthly gross income to the Authority.
 - A. Contractor shall be fully responsible for the total laundry service (except for the provision of space, water, electricity and gas/propane), including service, repair and maintenance.
 - B. Contractor assumes full risk and responsibility for any loss, destruction or damages resulting from this contract occurring to the Authority property and to any of the Contractor's property.
 - C. Ownership of all contractor furnished equipment shall remain with the Contractor.
 - D. Maintain, in prominent view in each laundry room, a permanent sign clearly stating the name and address of the Service Provider, direct phone numbers and/or person/s to contact for service and for refunds. Contractor shall establish a refund/reimbursement policy for users who may lose money in the equipment. A toll free number for users to file a claim shall be established. The toll free number must be clearly posted in the laundry room and/or on the machines. Refund/Reimbursements for lost monies must be made within ten (10) days. Sign must be in English and Spanish. Braille and other language translations shall be made available upon Authority's request.
 - E. All machines must be clearly and boldly labeled indicating machine number and/or other identifier for easy call-in reference. Cost and cycle times must also be clearly labeled on each machine, as well as repair and refund procedures.

- F. Contractor's employees shall wear some type of identification (uniform, shirt, cap, id badge, etc.) while performing their duties on Authority properties.
- G. Contractor's employee shall be properly dressed, neat and clean in appearance while on Authority properties.
- H. The Authority maintains a Drug-Free Workplace which applies to 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 on Authority property under the influence of any of the above. The Authority is regulated by the Federal Government, which has precedence over state law, the use of marijuana, including medical and/or recreational, is illegal on Authority property and is included in the Drug-Free Policy.
- I. The Authority maintains a smoke-free environment on all Authority owned and/or operated properties. Contractor/s and/or their/its employees shall not smoke on any Authority owned and/or operated property. Smoking includes any tobacco product, lit or unlit, including but not limited to, cigarettes, cigars, pipes, vaporizers or other electronic devices, chewing tobacco and/or marijuana (including medical and/or recreational).
- J. All work to be performed under the Contract shall be performed at the following times:
 - 1) During normal business hours (i.e. 8:00am – 5:00pm, Monday through Friday)
 - 2) No work shall be performed on weekends or holidays unless previously approved by site manager and/or Authority.
- K. No equipment shall be removed from a building without a minimum of three (3) days notice to the Authority.
- L. At the end of the final term of the Contract, the Contractor shall comply with the negotiated schedule to remove its machines. This schedule shall be negotiated among itself, the Authority and the newly selected Contractor.

2. Equipment Specifications and requirements

- A. Supply and install the corresponding number of washers and dryers specified at each of the locations outlined in Attachment #12. No machine shall be added or removed from Authority property without the prior written approval from the Authority and the Contractor through an executed Change Order to the contract.

- B. All washers and dryers shall be new, unused, heavy duty, "commercial"-type coin-operated machines and in the quantity listed in Attachment #13. Discontinued, refurbished, rebuilt or re-manufactured machines will not be permitted. The machines must be energy-efficient and low-water usage. The equipment must meet the most current criteria for Energy Star eligibility. Proof of Energy Star eligibility, for each model of equipment proposed, must be submitted with the proposal or the proposal may be considered non-responsive. Laundry equipment shall be matching (same color and type) at each location and shall be of modular design and the same height to give uniformity of appearance.
- 1) The size, type and capacity of equipment shall be compatible to space available, existing utility capabilities and residents' needs within each of the laundry facilities.
 - 2) The machines shall be front-loading (horizontal axis), with variable settings, and be high efficiency, commercial or equivalent machines. All equipment shall meet washing and drying recommendations of current clothing manufacturers regarding wash and wear, permanent press, gentle and regular articles of clothing.
 - 3) Machines and equipment must conform to safety regulations and not hinder emergency exiting of the laundry room.
- C. Contractor shall be responsible for the delivery, receiving, storage and security of all equipment, parts and supplies provided under the terms of this contract. The Authority shall approve all equipment in advance of installation.
- D. Contractor shall install and vent each machine in accordance with the manufacturer's recommendations.
- E. All equipment shall be connected to existing electric, water and sewer lines serving the community laundries in which the equipment is to be placed, except as otherwise specified herein.
- F. All expenses for the installation or removal of equipment shall be borne by the Contractor.
- G. The contractor is not authorized to make any improvement or alteration to the space or the facilities in which the machines are installed without the prior written approval from the Authority. Any modifications required to accommodate Contractor's machines and/or equipment will be made at the Contractor's expense.
- H. Contractor shall provide a minimum of one washer and one dryer that meets current Americans With Disabilities Act (ADA) accessibility requirements for each laundry room, as space permits. This equipment shall be positioned to provide the maximum allowable floor space in front of the machine. The machine buttons must be operable with a closed fist, without the need to pinch, twist or grasp.
- I. Machines shall be simple to operate, with easy-to-follow operation instructions. Contractor shall affix a permanent label, decal or sign to each machine clearly outlining, in English and Spanish, the machine's

- operating instructions. Braille and other language translations shall be made available upon Authority's request.
- J. Complete descriptive literature must be submitted with the proposal. This information is to include data on utility consumption. The Authority reserve the right to valuate utility consumption as a factor in award.
 - K. All machines shall be individually identified and equipped with concealed electronic non-resettable digital counter that provides verification of information, including but not limited to, cycle counts. At the start of the agreement period, the Contractor shall furnish Authority with counter readings on each machine and provide same at each collection and on the reimbursement report.
 - L. Contractor shall install coin mechanisms that are of heavy duty, tamper-proof construction.
 - M. Upon award of the contract, the successful contractor must be prepared to immediately assess and recommend, within 15 days, changes to the existing utilities necessary to accommodate new equipment. The successful contractor will absorb plumbing and electrical installment costs necessitated by additional equipment.

3. Maintenance Requirements:

- A. Service, maintain and ensure that all machines operate in accordance with the manufacturer's recommended performance standards.
- B. Contractor shall, at all times and at its own expense, maintain laundry equipment, including any meters and special attachments, in proper mechanical working order and make all necessary repairs and/or replacements. The Contractor shall also keep the laundry equipment, material handling equipment and properly identified service vehicles, in clean, attractive and sanitary conditions to the satisfaction of the Authority.
- C. Maintain the equipment and be responsible for cleaning the vent lines and lint filters in accordance with the manufacturer's recommendations.
 - 1) Clean all lint filters at least once a month to prevent accumulation of lint and other foreign matter.
 - 2) Clean all dryer vents from the dryers to the termination of the vents outside the building. The vent lines shall be inspected annually. All vent lines shall be cleaned as often as needed to allow the equipment to operate within the manufacturer's recommended performance standards at the Contractor's expense. Vents shall be maintained to be free of lint and debris that could reduce air flow.
 - 3) All inspection and cleaning of lint catchers and vent ductwork shall be documented in an activity log (denoting person performing inspection, inspection results, corrective action taken, date and time, photo documentation) that shall be submitted to Authority annually.

- 4) Keep the areas behind the machines and the machines themselves clean and free from accumulations of dust, lint, or other foreign matter.
 - 5) Dryer venting and areas behind the machines shall be cleaned after the removal of the old equipment and left free of lint and other foreign matter prior to the installation of the new equipment.
 - 6) The Contractor shall be responsible for connecting dryers to the dryer vents in compliance with all local, State and/or Federal regulations and laws to assure proper duct assembly and connection to the dryers and thus greatly reduce lint build up within the duct work.
- D. Contractor shall furnish on-call maintenance service with a minimum response time of twenty-four (24) hours after notifications.
- E. Contractor shall respond to emergency calls within twelve (12) hours of notification, seven (7) days a week. Emergency is defined as any situation that poses a danger to users and/or the Authority property.
- F. Promptly attach to any malfunctioning machine an "Out of Order" sign that blocks the coin slots.
- G. Equipment which cannot be returned to full service within forty-eight (48) hours of notification of needed repair shall be replaced with comparable equipment of the like quality until the original equipment is returned to service or permanently replaced at no cost to the Authority. Contractor shall first notify on-site manager before replacing any machine or equipment. All replacement machines needed during the period of the performance under this contract shall be of the same age or newer than the existing machines.
- H. The Authority will provide, pay for and maintain the necessary utility services, including hot and cold water, electricity, heat and gas; provided, however, that the temporary failure any of the above utilities from any cause whatsoever shall not be a breach of the Contract to result from this RFP, nor shall it render Authority liable to the Contractor for loss of revenue or consequential damage to it machinery.
- I. Maintenance Exclusions:
- 1) The Authority is responsible for the dryer and washer electrical outlets, and for replacing dryer vent lines, water supply lines and wastewater drain lines in the walls.
 - 2) The Contractor is responsible for damage to the laundry room or to other parts of the building resulting from malfunction or improper maintenance of the equipment and/or vent lines.

4. Description of Properties: The properties included for this RFP consists of four (4) Farm Worker Centers, three (3) senior citizen apartment complexes, and two (2) multifamily apartment complexes located within the County of Merced. Property information are included as Attachment #12.

SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items listed below must be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the completed referenced form or information has been included within the proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference. Proposal submittal requirement of FOUR (4) complete sets, including one (1) with original signatures.

X=ITEM INCLUDED	SUBMITTAL ITEMS This page must be inserted under Tab 1.
_____ Tab 1	Submittal Instruction & Requirements (Attachment #2) Technical Capabilities and Qualifications Management Plan Profile of Firm Form (Attachment #3) Form of Non-Collusive Affidavit (Attachment #4)
_____ Tab 2	Demonstrated Successful Past Performance Documented track record of successfully completing projects substantially similar to that which is required by this RFP and verifiable by reference checks or other means.
_____ Tab 3	Capacity to meet all requirements as specified within the RFP, including the number of years providing services for other similar sized entities with similar Scope of Services.
_____ Tab 4	Understanding the Scope of Services Demonstrated understanding of the RFP requirements.
_____ Tab 5	Proposal Form (Attachment #5) HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract (Attachment #7)
_____ Tab 6	Section 3 Certification for Business Concerns seeking Section 3 Business Preference (Attachment #10) (optional) Vendor/Contractor Information (Attachment #11) (optional)
_____ Tab 7	Other Information (optional)

BUSINESS NAME: _____

BY: _____ DATE: _____
(Signature of Official Company Representative)

Print Name: _____ Title: _____

PROFILE OF FIRM FORM

1. Name of Firm: _____
2. Contact Person: _____ Email: _____
 Telephone: _____ Cell: _____
3. Secondary Contact Person: _____
 Secondary Email: _____
4. Street Address, City, State, Zip: _____

5. Mailing Address, City, State, Zip (if different): _____

Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Former Business Name and (c) 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 Islander _____% Asian/Pacific _____% 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:

City of Merced License # _____ City of Dos Palos License # _____

City of Atwater License # _____ County of Merced License # _____

11. Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

12. General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____



13. Automobile Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

14. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?

Yes No *If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.*

15. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?

Yes No *If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.*

16. 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 Housing Authority of the County of Merced discovers that any information entered herein is false, that shall entitle the Housing Authority of the County of Merced to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Print 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, ect.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the 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)

(and (2) _____),
(Name of Signer)

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

Signature _____
(Signature of Notary Public)

My commission expires _____, 20_____. (Seal)

PROPOSAL FORM
RFP #2019-14: COIN-OPERATED LAUNDRY SERVICE

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, machines, personnel, supervision, and services necessary to satisfactorily complete all work required as stated within the proposal documents **RFP #2019-14: COIN OPERATED LAUNDRY SERVICE** to provide, install and maintain coin-operated, energy-efficient washers and dryers for the properties listed in the RFP.

I hereby propose to provide, install and maintain Washers and Dryers, as detailed in the RFP documents:

Merced Migrant, 2753 Santa Fe Drive, Merced, CA 95341

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
			YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5
Amount	Amount	Dry Time (minutes)					

Atwater Migrant Center, 9200 W Westside Blvd., Atwater

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
			YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5
Amount	Amount	Dry Time (minutes)					

Rafael Silva Farmworker Center, 18926 W. Henry Miller Road, Los Banos

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

Felix Torres Farmworker Center, 925 N. Plainsburg Road, Planada

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

O'Banion Terrace, 1633 Dora Street, Dos Palos, CA 93620

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

Sierra Vista, 1078 Sierra Vista, Atwater, CA 95301

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

McDowell Manor, 2870 Park Avenue, Merced, CA 95341

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

Merced Commons I/II, 209 Q Street, Merced, CA 95341

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.))				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

Oak Terrace, 1019 Loughborough Drive, Merced, CA 95340

WASHER: Initial cost/load	DRYER: Initial cost/load		PROPOSED COMMISSION (Percentage of monthly revenue. Include any associated costs (i.e. per machine, etc.)				
	Amount	Dry Time (minutes)	YEAR 1	YEAR 2	<i>Optional</i> YEAR 3	<i>Optional</i> YEAR 4	<i>Optional</i> YEAR 5

2) Attach an explanation of reimbursement procedures, accounting process and income reporting procedures.

3) Please attach copies of brochures and specifications for Proposed Machines, regular and ADA Compliant.

4) In what languages (including Braille) do you have the equipment operations signs translated and available for installation? Please list or attach documentation.

ADDENDUM ACKNOWLEDGEMENT:

By my initials below, I hereby acknowledge that I have received the following addenda/addendum:

Number _____ Date _____ Number _____ Date _____

Number _____ Date _____ Number _____ Date _____

EQUIPMENT SPECIFICATIONS
REGULAR MACHINES

Describe below the machines your company proposes to install if it is selected as the successful proposer under the RFP. Use one form for each project site. Include the following:

Project Name:	WASHER	DRYER
Manufacturer		
Model Number		
Load Capacity		
Length of Cycles		
RPM of High-Spin Cycle		N/A
Speed and Variable Settings		
Energy and Water-Saving Rating		N/A
Estimated Gallons of Water Used Per Washer Load		N/A
Estimated Drying Time per Average Load	N/A	
Description of Coin Mechanisms and Vault		

**EQUIPMENT SPECIFICATIONS
ADA ACCESSIBILITY MACHINES**

Describe below the machines your company proposes to install if it is selected as the successful proposer under the RFP. Use one form for each project site. Include the following:

Project Name:	WASHER	DRYER
Manufacturer		
Model Number		
Load Capacity		
Length of Cycles		
RPM of High-Spin Cycle		N/A
Speed and Variable Settings		
Energy and Water-Saving Rating		N/A
Estimated Gallons of Water Used Per Washer Load		N/A
Estimated Drying Time per Average Load	N/A	
Description of Coin Mechanisms and Vault		

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 Bidder

 Date

 Signature of Bidder

 Title

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:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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 (exp. 1/31/2017)

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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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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.

- (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.

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.

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 III, 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

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
 - (ii) 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.

(ii) 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.

(ii) 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. 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 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 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 a 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.

22. 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 Requirements for Most Contracts

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 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

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

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.

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.

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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

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

For the business entity as applicable:

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

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

List of subcontracted Section 3 business and subcontract amount

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

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

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

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

Corporate Seal

AUTHORIZING NAME AND SIGNATURE:

Title

Date

Signature

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

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

Goal Of These Contracts For Project Area Businesses:

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

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

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

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

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

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

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

SECTION 3 BUSINESS PREFERENCE CLAUSE

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

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

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

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

Priority I

Category 1a Business

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

Priority II

Category 1b Business

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

Priority III

Category 2a Business

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

Priority IV

Category 2b Business

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

Priority V

Category 3 Business

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

Priority VI

Category 4a Business

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

Priority VII

Category 4b Business

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

Eligibility for Preference

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

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

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

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

Vendor/Contractor Information

Dear Vendor/Contractor,

Please provide the information below:

Company Name: _____

Owner/President Name: _____

Co-Owner/Vice President Name: _____

Business/Contractor License #: _____

Contractor Section 3 Status: No _____ Yes _____

Sub-Contractor Company Name: _____

Sub-Contractor Owner/President Name: _____

Sub-Contractor Co-Owner/Vice President Name: _____

Sub-Contractor Business/Contractor License #: _____

Sub- Contractor Section 3 Status: No _____ Yes _____

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

a. Minority-Owned Business Enterprise (MBE):

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

b. Woman-Owned Business Enterprises (WBE): _____

Thank you for your cooperation.



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

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

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

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

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

Procurement of Recovered Materials: (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if

applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

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

PROJECT SITE INFORMATION TABLE

Site w/address	#of Units	# of Units/ bdrm Size	Seasonal/ Year-round	# of Washers	# of Dryers
Merced Migrant 2753 Santa Fe Dr. Merced, CA 95348	52	12/2 bdrm 36/3 bdrm 4/4 bdrm	Seasonal	6	4 gas
Atwater Migrant Center 9200 W. Westside Blvd Atwater, CA 95301	62	31/2 bdrm 27/3 bdrm 4/4 bdrm	Seasonal	10	8 electric
Rafael Silva Fmwkr Center 18926 W. Henry Miller Rd. Los Banos, CA 93635	48	12/2 bdrm 28/3 bdrm 8/4 bdrm	Seasonal	7	10 propane
Felix Torres Fmwkr Center 925 N. Plainsburg Rd. Planada, CA 95365	72	44/2 bdrm 24/3 bdrm 4/4 bdrm	Seasonal	10	10 gas
O'Banion Terrace 1663 Dora Dos Palos, CA 93620	25	25/1 bdrm	Year-round	2	2 gas
Sierra Vista 1078 Sierra Vista Atwater, CA 95301	14	14/1 bdrm	Year-round	1	1 electric
McDowell Manor 2870 Park Ave. Merced, CA 95340	28	28/1 bdrm	Year-round	2	2 electric
Merced Commons I/II 290 Q Street Merced, CA 95340	147	45/2 bdrm 73/3 bdrm 29/4 bdrm	Year-round	9	9 electric
Oak Terrace 1019 Loughborough Dr. Merced, CA 95340	65	33/1 bdrm 32/3 bdrm	Year-round	6	7 electric

*Fmwkr = Farm Worker

*bdrm = bedroom

* "Seasonal" facilities are opened approximately 6 months a year (~April-November)