REQUEST FOR PROPOSAL
MOLINE HOUSING AUTHORITY
CARD OPERATED LAUNDRY EQUIPMENT SERVICE

I. INTRODUCTION

The Moline Housing Authority (MHA) is seeking proposals to establish a contract through competitive proposals for the operation and management of the laundry facilities at all of the MHA locations listed in II below.

The MHA wishes to provide the highest quality laundry service at the lowest possible prices to its residents. The service must provide high quality, well maintained equipment while providing the maximum financial return to the MHA.

Further, the laundry programs offered must further enhance living at the MHA. The selected vendor must be committed to meeting the immediate needs of the MHA and its residents along with providing for long term enhancements through technological improvement.

RFP INFORMATION AT A GLANCE

<table>
<thead>
<tr>
<th>MHA CONTACT PERSON</th>
<th>Maria Nino, Telephone 309-764-0847 FAX 309-764-1069</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOW TO OBTAIN THE RFP DOCUMENTS</td>
<td>Available on Friday, January 16th, 2015</td>
</tr>
<tr>
<td></td>
<td>Moline Housing Authority, 4141 11th Avenue A, Moline, IL 61265</td>
</tr>
<tr>
<td>HOW TO OBTAIN THE RFP DOCUMENTS ON THE WEBSITE</td>
<td><a href="http://www.Molinehousing.com">www.Molinehousing.com</a></td>
</tr>
<tr>
<td></td>
<td>Click on the “Procurement” tab.</td>
</tr>
<tr>
<td>PRE-PROPOSAL CONFERENCE</td>
<td>Tuesday, February 17th 2015, 2:00 P.M.</td>
</tr>
<tr>
<td></td>
<td>MHA, 1130 43rd St., Moline, IL 61265</td>
</tr>
<tr>
<td>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</td>
<td>Submit 3 copies of your “hard copy” proposal to MHA Procurement office.</td>
</tr>
<tr>
<td>QUESTIONS DEADLINE</td>
<td>Written questions on this RFP shall be directed to <a href="mailto:maria@molinehousing.com">maria@molinehousing.com</a> no later than Close of Business on February 20th, 2015</td>
</tr>
<tr>
<td>PROPOSAL SUBMITTAL RETURN &amp; DEADLINE</td>
<td>Friday, February 27th 2015, 10:00 A.M.</td>
</tr>
<tr>
<td></td>
<td>Moline Housing Authority 4141 11th Avenue A Moline, IL 61265</td>
</tr>
<tr>
<td>ANTICIPATED APPROVAL BY MHA BOARD OF COMMISSIONERS</td>
<td>March 2015</td>
</tr>
</tbody>
</table>

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II. LOCATIONS AND CURRENT QUANTITIES OF MACHINES

<table>
<thead>
<tr>
<th>Building Name And Address</th>
<th>Front Load Washers</th>
<th>Dryers</th>
<th>Location(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Valley Community Building</td>
<td>4</td>
<td>4</td>
<td>All on main floor</td>
</tr>
<tr>
<td>1150 41st Street</td>
<td>(Stacked)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moline, IL 61265</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillside Heights</td>
<td>6</td>
<td>6</td>
<td>2 each per floor</td>
</tr>
<tr>
<td>825 17th Street</td>
<td>(Floors 3, 6, and 8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moline, IL 61265</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Total:</strong></td>
<td><strong>10</strong></td>
<td><strong>10</strong></td>
<td></td>
</tr>
</tbody>
</table>

III. SPECIFIC REQUIREMENTS

1. Contractor shall furnish on call maintenance service with a minimum response time of twenty-four (24) hours after telephone notifications excluding weekends and holidays.

2. Contractor shall replace within forty-eight (48) hours of attempted repair any washer or dryer for which required replacement parts are not available with an operable washer or dryer equal to that being replaced.

3. Contractor shall, at the MHA’s request, replace any washer or dryer that has had five (5) or more malfunction calls within a 30-day period.

4. Contractor shall be fully responsible for the total laundry service (except for the provision of space, water and electricity) including service, repair/maintenance regardless of cause, parts, resident refunds, clothing claims, collections of revenues and insurance.

5. Contractor shall provide and maintain machines adequate to providing continuous service. Machines must receive MHA approval and will be judged on appearance, durability, performance, simplicity and safety of operation. Machine locations will be designated by the MHA prior to installation and, insofar as practical, machines kept in one location shall be of the same color and size. The MHA reserves the right to require that machines be removed, replaced, or that additional machines be installed at existing or new locations as experience and conditions indicate, and that new variations of machines be installed as they become available by agreement with the Contractor.
6. Contractor shall provide money for refunds as a result of machine malfunctions and the Contractor shall maintain a record of refunds made. Locations and number of refunds stations shall be agreed to when the contract is awarded.

7. Contractor shall be responsible for the delivery, receiving, storage and security of all equipment, parts and supplies provided under the terms of this contract.

8. Contractor shall provide the MHA with $1,000,000.00 in laundry insurance coverage. Additional insurance shall be stated in the proposal submission.

IV. EQUIPMENT SPECIFICATIONS

1. Washers and dryers shall be commercial type, heavy duty, electrically operated 60 cycles, 120-130 volts/208 volts, single, UL or equivalent listed, with water and/or energy saving features. All dryers are natural gas dryers. All equipment must be Energy Star qualified machines.

2. Washers and dryers shall be simple to operate; operation instructions shall be conspicuously posted on each machine or elsewhere in the immediate vicinity of the machine.

3. Tables in sufficient quantities (space permitting) or other similar work space suitable for sorting and folding of clothing shall be provided and shall be compatible in design, finish and quality with washers and dryers. Some tables supplied by MHA.

4. All card-operated laundry equipment shall be new, of the current year’s manufacture. All replacement machines needed during the period of performance under this contract shall be of the same age or newer than the existing machines.

5. The laundry equipment shall be of adequate size, capacity and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at a location and shall be of modular design and the same height to give uniformity of appearance.

6. The Contractor shall provide handicap accessible equipment, as required by the MHA, in accordance with the Americans with Disabilities Act of 1990.

7. All equipment must be reviewed and approved in advance, in writing, by the MHA.

8. Ownership of all Contractor furnished laundry equipment shall remain with the Contractor.
9. Dryers shall be metered for a minimum adequate drying time. Washers shall be metered for a time cycle of 30 minutes. If the Contractor determines it necessary to change a washing/drying metered time and/or the prices during the contract period, the Contractor shall make those changes only after written approval of the MHA is obtained. The Contractor may be requested to adjust the guaranteed yearly payment to the MHA upon any contract price adjustment.

10. All machines shall be individually identified and equipped with concealed cycle counters so as to provide the Contractor, as well as the MHA with a means of revenue verification on each machine. At the start of the agreement period, the Contractor shall furnish the MHA with counter readings on each machine and provide same at each collection period. The MHA reserves the right to verify meter readings at any time during the agreement period.

11. The Contractor, at the MHA’s sole option, shall increase or decrease the number of machines operated during the period of the agreement and additional machines shall be operated under the same terms and conditions of the original agreement. Equipment no longer required by the MHA shall be promptly removed at the Contractor’s expense.

12. Washers shall have a minimum capacity of 14 pounds (dry weight) and shall not utilize more than twenty-five (25) gallons of water per wash load. Washers shall have standard connections and be capable of operating on a twenty (20) amp circuit without overloading the electrical circuit during normal operations. The washers shall have a minimum of six (6) cycles.

13. Dryers shall be designed for operation on a thirty (30) amp 120 volt circuit under normal conditions and are natural gas dryers. Dryer shall be capable of removing a minimum of twelve (12) pounds of water per hour when loaded with twenty-five (25) pounds of wet clothing, having a moisture retention of seventy percent (70%). Dryers shall have a minimum tub capacity of fifteen (15) pounds of dry weight. Stacking dryers, if any, may be required where the MHA specifies.

14. Complete descriptive literature must be submitted with the proposal. This information is to include data on utility consumption. The MHA reserves the right to valuate utility consumption as a factor in award.

V. INSTALLATION

1. Contractor shall provide maximum ventilation for each dryer. This shall include, but not limited to venting materials, vent or exhaust fans and labor. Venting may be to the outside or into an existing laundry exhaust system as determined by mutual agreement between the MHA and the Contractor. All venting and exhaust systems shall be
installed in accordance with all applicable building codes. Changes to existing ventilation systems will be the financial responsibility of the Contractor. Contractor shall provide fire, health and safety measures for the users and the MHA.

2. All expenses for the installation or removal of washer and dryer machines shall be borne by the Contractor.

3. The successful contractor will absorb plumbing and electrical installment costs necessitated by additional equipment or new laundry areas.

4. Vendor shall properly anchor front-load machines by a method to be approved by the MHA. The MHA requests that at least one front load washer be placed in each area.

5. All machines must be clearly and boldy labeled indicating machine number for easy call-in reference. Cost and cycle times must also be clearly labeled on each machine, as well as repair and refund procedures.

VI. REFUND SYSTEM

1. Contractor shall deal directly with tenants to make available a refund to replace any monies from malfunctioning machines. Contractor shall keep records to include the following information: what machine, when, what happened, date, building, and who suffered the loss. The Contractor shall expedite and be liable for maintenance of such refunds to the satisfaction of the MHA.

2. Contractor shall reimburse all refund change fund banks weekly, at a minimum. The Contractor shall inform the Executive Director of any refund bank discrepancies, to include lost or stolen cash or cards, within twenty-four (24) hours of identification. In the event that cash is lost or stolen, the Contractor shall be responsible for establishing a replacement refund bank to ensure no interruption of timely refunding to residents at no cost to the MHA.

VII. DAMAGE

Contractor assumes full risk and responsibility for any loss, destruction or damages resulting from this contract occurring to MHA property and to any of the Contractor’s property.

VIII. SPACE AND STORAGE OF CONTRACTOR’S PROPERTY

Contractor shall not be required to pay any rental for the space occupied by the washer and dryer equipment furnished when in use on the premises of the MHA. Contractor is not authorized to make any improvement or alteration to the space or to the facilities in which the machines are installed
without the prior written approval of the MHA. The MHA permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces are those areas presently used for card-operated laundry services. Any new areas, not presently utilized for laundry vending services must be mutually agreed upon, in writing, between the MHA and the Contractor.

IX. MAINTENANCE SERVICE

1. Contractor shall provide maintenance and repair service five (5) days a week.

2. Contractor shall, at all times, at its expense, maintain the laundry machines, including any meters and special attachments, in proper mechanical working order and make all necessary repairs and replacement of parts. The Contractor shall also keep the laundry equipment, material handling equipment and properly identified service vehicles, in a clean, attractive and sanitary condition to the satisfaction of the MHA.

3. Contractor shall respond to emergency calls within twenty-four (24) hours of notification. Emergency is defined as any situation that poses a danger to users or MHA property. 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 MHA. If the Contractor fails to repair any equipment within the specified twenty-four (24) hour response times, the MHA reserves the right to call another contractor to make all necessary repairs. The Contractor shall reimburse the MHA for all expenses paid to outside contractors for services rendered.

4. The premises, equipment, supplies and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the MHA. The Contractor shall ensure adherence to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related execution of the term of this contract. The Contractor shall be responsible for cleaning of machines, vents and fans on a schedule mutually agreed to be the schedule. On a semi-annual basis, as a minimum, the contractor shall clean behind and under all equipment. Acceptability of cleaning shall be determined by inspection by the MHA maintenance supervisor. Arrangement for inspections shall be made through the MHA’s Maintenance department.

X. REPORTING AND INSPECTION REQUIREMENTS

1. Contractor shall provide the following documentation to the MHA for approval:
   A. Revenue Statement-Contractor shall provide the MHA with a monthly statement detailing all revenue itemizing sales activity by location and by washer and dryer. All monthly financial statements (and payments) shall be
sent no later than the 15\textsuperscript{th} of each month for the preceding month to the attention of the Finance Manager.

B. All washer and dryer equipment shall be identified by equipment make, model, year of manufacture, serial number and location for the permanent files of the MHA. It is the responsibility of the contractor to keep this information current.

C. Contractor shall provide the specific equipment location with information as to where malfunction reports, operational comments and refund requests may be directed. All information required to be posted, including permits, licenses and price regulations shall be displayed by the Contractor in an appropriate manner approved by the MHA without defacing the facilities of the MHA.

D. Contractor’s management representative, other than the route person(s), shall conduct equipment and facilities maintenance and sanitation inspections at least every two (2) weeks. An inspection report, detailing any problems or matters of concern, shall be provided to the MHA.

E. The MHA shall periodically and without advance notification inspect the laundry facilities and equipment with or without a Contractor’s employee.

XI. TERM OF CONTRACT

The term of this contract period shall be for a five (5) year period commencing April 1, 2015 through March 31, 2020.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

XII. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATIONS SYSTEM

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

1. Equipment 20 Points
   Equipment manufacturer, description literature, capacity, temperature settings, cycles, etc., to be installed, utility requirements, ease of use, potential technological upgrades, energy efficiency, tables, etc.

2. Qualifications/Experience of Offerors in providing the services 15 Points
Qualifications and experience of personnel assigned to this project, description of training program of service personnel. Please include at least three company references in this section.

3. **Willingness of Contractor to install card machines and single-use laundry product vending machines**  
   20 Points  
   Include impact on resident or MHA costs, if any.

4. **Specific plans or methodology to be used to perform the services**  
   15 Points  
   Personnel training, reimbursement plan, accounting process, service call handling and response time, ease to follow directions for use of the equipment (such as signs in multiple languages as well as directions on amount of detergent to use), promoting the reporting of equipment failures for repairs, satisfaction of users survey. Include income reporting and inspection plans in this section.

5. **Compensation**  
   30 Points  
   Cost per load to residents ($1.00 recommended), percentage of commission to the MHA, timing of payments and cycle lengths.

XIII. **SUBMISSION REQUIREMENTS**

In addition to the instructions outlined on form HUD-5369-B, Instructions to Offerors Non-Construction, the General Conditions for Non-Construction Contracts, and the Section 3 Guidelines, all bidders shall submit the following:

1. **Proposal Preparation** – Interested firms shall submit an original and three (3) copies of their proposals to Maria Nino, Moline Housing Authority, 4141 1th Avenue A, Moline, IL 61265 no later than 2pm prevailing time on Wednesday, September 10, 2014 by mail or delivery. The proposals must be sealed in an envelope clearly marked “Card Operated Laundry Service Equipment” with the proposer’s name, address, telephone number and fax number.

2. **Detailed narrative addressing evaluation factors 1-5 under Part XII above.**

3. **A signed Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract**

4. **A signed MHA Non-Collusive Affidavit.**

5. **A signed MHA Conflict of Interest Statement.**

6. **A completed and signed Profile of Firm Form**
7. A signed Subcontractor Listing

8. A signed Section 3 Program Form

9. A signed Authorization of Bidder for Verification of References

10. A completed References Detail Form.
1. Contingent Fee Representation and Agreement

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

(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/offeree shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeree 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/offeree 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:

(1) [ ] Black Americans  (2) [ ] Asian Pacific Americans

(3) [ ] Hispanic Americans  (4) [ ] Asian Indian Americans

(5) [ ] Native Americans  (6) [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeree 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/offeree 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/offeree, directly or indirectly, to any other bidder/offeree 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/offeree 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/offeree’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/offeree’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree’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 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:
FORM OF NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

STATE OF }
: §
CITY OF }

________________________, being first duly sworn, deposes and says:

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

Signature of:

________________________________
(Bidder, if the bidder is an Individual)

________________________________
(Partner, if the bidder is a Partnership)

________________________________
(Officer, if the bidder is a Corporation)

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____________ DAY OF _______________, 2012

My Commission Expires: _________________________
(Date)

_____________________________
(Notary Public)

Contract No: ___________________
MHA CONFLICT OF INTEREST STATEMENT

The terms “Contractor” or “Offeror” or “Bidder” shall have the same meaning, and shall refer to the selected firm(s) under the bid.

PART I. CONFLICT OF INTEREST

1. Neither the Moline Housing Authority (MHA) nor any of its subcontractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

a. Any present or former member or officer of the governing body of MHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, MHA or a business entity.

b. Any employee of MHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual’s immediate family, who exercises functions or responsibilities with respect to the project(s) or MHA.

2. Any member of these classes of persons must disclose the member's interest or prospective interest to MHA and the United States Department of Housing and Urban Development (HUD).

3. Any bidder/Offeror who submits a proposal or bid in response to an MHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/Offeror, and shall also make the disclosures required in Parts II and III below. “Offeror” as used in Parts II and III below, refers to bidders in sealed bidding, and Offerors/responders in competitive proposals, and “offer” shall refer to bids and proposals.

4. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

5. No member of or delegate to the Congress of the United States of America or any representative of MHA shall be admitted to any share or part of any contract or to any benefits, which may arise from it.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is MHA’s policy to avoid situations which place an Offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the Offeror may have which relates to the work to be performed pursuant to the proposed contract or where the Offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract,
such as, for example, an Offeror who submits a proposal or bid after acting as a consultant to MHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the Offeror’s objectivity in performing the proposed contract work or result in an unfair competitive advantage to the Offeror are considered organizational conflicts of interest.

2. Where an Offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the Offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to:

   a. being able to render impartial, technical sound, and objective assistance or advice, or

   b. being given an unfair competitive advantage.

2.1 During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the “Contractor”), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of MHA. A position adverse to the interests of MHA shall include, but not be limited to, a person, firm or company that has a claim for damages against MHA in any judicial or administrative tribunal. Further, the Contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the Contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of MHA. The Contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract MHA may require (a) the Contractor to submit a certification and affidavit as to the Contractor’s compliance with the terms of this subsection 2.1; and (b) the Contractor to submit to MHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the Contractor. The Contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the Contractor to comply with the requirements of this subsection 2.1, or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to MHA.

3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, Offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.

5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to
be a minor infraction and the Offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Offeror.

7. If the Contracting Officer determines that a potential conflict exists, the selected Offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.

8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, MHA may terminate the contract for default.

9. The term “Affiliated Entities” shall include any parent, subsidiary, partner and/or joint venture of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining MHA’s written approval of such contract. The Offeror shall disclose to MHA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature of kind, with respect to the proposed contract.

PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.

2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Offeror's organizational, financial, contractual or other interests may:

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

3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. MHA may, however, terminate the contract for the convenience of HUD and/or MHA.

4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of
the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

Printed Name and Title Of Authorized Official or Responder

Signature of Authorized Official or Responder

Date
PROFILE OF FIRM FORM

(1) Prime ___ Joint Venture/Partner ___ Sub-contractor ___ (This form shall be completed by and for each)

(2) Name of Firm: __________________________ Telephone: _____________ Fax: _____________
   Email Address: __________________________ Point of Contact: __________________________

(3) Street Address, City, State, Zip: _____________________________________________________

(4) Please attach a brief biography-resume of the company, including the following information:
   (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year
   Established (if applicable); (d) Name of Parent Company and Data Acquired (if applicable).

(5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3)

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<th>NAME</th>
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(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will
work on project; please submit a brief resume for each. (Do not duplicate any resumes required above);

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(7) Offer’s Diversity Statement: You must check all of the following that apply to the ownership of this firm
and enter where provided the correct percentage (%) of ownership of each:

- Caucasian
- American (Male)
- Corporation
- %

- Public-Held
- 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*
- American
- %

- African
- American
- %

- Native
- American
- %

- Hispanic
- American
- %

- Asian/Pacific
- American
- %

- Hasidic
- American
- %

- Disabled
- Veteran (MBE)
- %

- Woman-Owned
- Woman-Owned (Caucasian)
- %

- Asian/Indian
- American
- %

- Other (Specify):
- %
(8) Federal Tax ID No.:___________________________________________________________

(9) City of Moline Business License No.:__________________________________________

(10) State of Illinois License Type and No.:__________________________________________

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by the Moline Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(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 Illinois, or any local government agency within or without the State of Illinois? Yes ☐ No ☐ Initials _______
    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 or Officer of the HA? Yes ☐ No ☐ Initials _______
    If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Offeror, to fix overhead, profit or cost element of said proposal price, or that of any other Offeror or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said proposal are true. Initials_______

(17) Verification Statement: The undersigned Offeror 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 MHA discovers that any information entered herein is false, that shall entitle the MHA to not consider nor make award or to cancel any award with the undersigned party. Initials_______

(18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act. Initials _______

_________________________ __________ _____________________   ___________________
Signature    Date   Printed Name   Company
Seal if by Corporation
**Note:** A completed Profile of Firm Form must be submitted for each subcontractor.

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<tr>
<th>Proposed Subcontractors</th>
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<th>Company Name</th>
<th>Section 3 – SWMVBE</th>
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I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractor(s) is subject to the approval of MHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of MHA.

_________________________________________________
(Signature)

_________________________________________________
(Printed Name & Title) ___________ (Date)

**Note:** A completed Profile of Firm Form must be submitted for each subcontractor.
Section 3 Business Preference Clause

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

F. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
SECTION 3 PROGRAM
Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

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

☐ Is a Section 3 Business concern. A Section 3 Business concern means a business concern:
   1. That is 51% or more owned by Section 3 Resident(s); or
   2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
   3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

☐ Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

   **EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**
   (Check ALL that apply.)

☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

☐ By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.

☐ By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.

☐ By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.

☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.
By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.

By developing and using a list of eligible Section 3 business concerns

By actively supporting and undertaking joint ventures with Section 3 businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

By entering into a “first source” hiring agreement with organizations representing Section 3 residents

By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.

By advertising employment and training positions to dwelling units occupied by Section 3 residents

By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

By arranging interviews and conducting interviews on the job site

By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

________________________________________  _____________________________
Authorized Signature of the Bidder    Date
AUTHORIZATION OF OFFEROR FOR VERIFICATION OF REFERENCES

The undersigned Offeror has submitted a proposal to the Moline Housing Authority (MHA) in response to the RFP. The undersigned hereby authorizes and requests any and all persons, firms, corporations and/or government entities to furnish any information requested by MHA in verification of the references provided, for determination of the quality and timeliness of the services provided by Offeror, and all other legal purposes. A copy of this document, after execution by the Offeror, presented by MHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

______________________________________________________________________
Printed Name and Address of Offeror

______________________________________________________________________
Printed Name and Title of Authorized Representative or Official of Offeror

______________________________________________________________________
Signature of Authorized Representative or Official of Offeror Date
**REFERENCES**

Proposer must submit a listing for at least five former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein.

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Instructions to Offerors
Non-Construction

1. Preparation of Offers
(a) Offers 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.

Previous edition is obsolete

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 Addresssee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addresssee" 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.

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 assure 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 officer, 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.

[Docoribo bid or proposal preparation instructions here:]

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General Conditions for Non-Construction Contracts
Section I – (With or without Maintenance Work)

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.

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 thereof of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(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.
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 therefrom,
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
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 85-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(i)(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 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 investigating 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, heading 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 Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

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

1) Non-construction contracts (without maintenance) greater than $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 II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

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

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

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

4. Apprentices and Trainees
(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of
Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

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

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

6. Contract Work Hours and Safety Standards Act

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

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any
subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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