REQUEST FOR PROPOSALS (RFP) #1819-14 Modular Homes,

RFP DOCUMENT AND STATEMENT OF WORK

FOR

REQUEST FOR PROPOSALS (RFP):
MODULAR HOMES

BY

THE HOUSING AUTHORITY
OF THE COUNTY OF STANISLAUS
1701 ROBERTSON ROAD
MODESTO, CA 95351

RFP Issued: June 12, 2019
Proposal Deadline: July 15, 2019
INTRODUCTION TO THE HACS

The Housing Authority of the County of Stanislaus (HACS) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families within Stanislaus County. It is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR).

Currently, the HACS owns and/or manages approximately 1,700 rental units throughout Stanislaus, Alpine, Amador, Calaveras, Tuolumne, Mariposa, Mono and Inyo counties under a variety of affordable housing programs and administers 4,751 Housing Choice Vouchers throughout its service area. The HACS employs approximately 90 employees.

In keeping with its mandate to provide efficient and effective services, the HACS is now soliciting proposals from qualified, licensed and insured entities to provide proposals for the construction, delivery and installation of approximately 100 modular housing units. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

MASTER AGREEMENT

HACS (herein “Lead Public Agency” on behalf of itself and local governments in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for the construction, delivery and installation of approximately 80 modular housing units. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.
# REQUEST FOR PROPOSALS (RFP) #1819-14 Modular Homes

## RFP INFORMATION AT GLANCE

| HACS CONTACT PERSON       | Mary Ramirez, Asset Manager, Procurement and Development Telephone (209) 557-2007  
E-Mail: mramirez@stancoha.org  
TDD/TTY: California Relay System 711 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HOW TO OBTAIN RFP DOCUMENTS</td>
<td>Access <a href="http://www.stancoha.org">www.stancoha.org</a></td>
</tr>
<tr>
<td>PRE-PROPOSAL CONFERENCE</td>
<td>A non-mandatory proposal conference has been scheduled for 10:00 AM June 21, 2019 at the Housing Authority located at 1701 Robertson Rd., Modesto</td>
</tr>
<tr>
<td>DUE DATE FOR QUESTIONS</td>
<td>The final due date for questions will be 12:00PM July 1, 2019</td>
</tr>
<tr>
<td>HOW TO RESPOND TO THIS RFP</td>
<td>As detailed within Section 3.0 of this document.</td>
</tr>
<tr>
<td>PROPOSAL DEADLINE</td>
<td>2:00 P.M. Local Time, July 15, 2019, at the HACS Business Office located at 1701 Robertson Road, Modesto, CA 95351</td>
</tr>
<tr>
<td>ANTICIPATED APPROVAL BY HACS BOARD OF COMMISSIONERS</td>
<td>To be determined following pricing negotiations and funding approval but expected to take place at the public meeting scheduled for August 2019.</td>
</tr>
</tbody>
</table>

## 1.0 HACS’S RESERVATION OF RIGHTS:

1.1 The HACS reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time if deemed by the HACS to be in its best interests.

1.2 The HACS reserves the right not to award a contract pursuant to the RFP.

1.3 The HACS reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days’ written notice to the successful proposer(s).

1.4 The HACS reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

1.5 The HACS reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACS Procurement Compliance Officer.

1.6 The HACS reserves the right to negotiate the fees proposed by the proposer entity.

1.7 The HACS reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including, but not necessarily limited to, incomplete proposals and/or proposals offering non-requested services.

1.8 The HACS shall have no obligation to compensate any Proposer for any costs incurred in preparation of their proposal.

1.9 The HACS shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
2.0 **STATEMENT OF WORK & TECHNICAL SPECIFICATION:** The HACS shall review each Proposer’s submittal based on evaluation criterion listed below. A Proposer’s resume, designs, pricing, and delivery schedules are some of the most important factors in the evaluation process. Accordingly, the HACS is seeking proposals for the construction, delivery and installation of approximately 100 modular housing units in its service area as follows: Stanislaus, Calaveras, Amador, Tuolumne, Mono, Alpine, Mariposa, and Inyo County

2.1 **General.** It is desirable for the Modular Homes Supplier (Manufacturer) to have extensive experience in understanding and working concurrently with multiple public entities such as; the United States Department of Housing and Urban Development (HUD); the State of California, as well as special districts such as the San Joaquin Valley Air Pollution Control Districts. It is also desirable for the Proposer to provide evidence of similar modular housing projects provided, especially within the State of California. Listed experiences shall be calculated evaluation criterion.

2.2 **MODULAR DESIGN:** All designs must also be reviewed and approved by the HACS and appropriate local jurisdictions. The Manufacturer shall construct and deliver modular housing units that when delivered to the project site, shall be assembled on stem wall foundations built to the Manufacturer’s guidelines and approved and inspected by the appropriate jurisdiction’s Building Department. The HACS is seeking to provide accessible housing for disabled persons. To that end, proposed units must meet all Federal, State and Local accessibility design and construction requirements. Manufacturer shall ensure that all applicable Building Codes are meet including but not limited to:

California Building Code (CBC)
California Electrical Code (CBC)
California Mechanical Code (CBC)
California Plumbing Code (CBC)
California Energy Code – Title-24 (CBC)
CalGreen (CBC)

The Manufacturer shall provide within their resumes for similar products provided for successful previous projects. Provided designs shall be a calculated evaluation criterion.

2.2.1 **Unit Description:** Units sizes and design criteria for the units are;

2.2.1.1 **One Bedroom Unit (Single Story):**
- Approximate Size: 500-580 Sq. Ft. (+/-)
- No. of Modular Sections: 1
- No. of Bathrooms: 1
- Laundry Area: Yes
- Accessible: Yes

2.2.1.2 **Two Bedroom Unit (Single):**
- Approximate Size: 560-760 Sq. Ft. (+/-)
- No. of Modular Sections: 1-2
- No. of Bathrooms: 1
- Laundry Area: Yes
- Accessible: Yes
2.3 Other Requirements:

2.3.1 Fire Suppression: Manufacturer shall include within their costs all fire suppression devices and with supportive appurtenances as determined by the State of California and local codes. Lines shall be pressure tested both at the before and after delivery. Contractor shall be contracted to install service lines to Manufacturer’s connections.

2.3.2 Heating and Cooling System: Manufacturer shall include ENERGY STAR certified, ductless, multi zone heating and cooling systems as manufactured by Mitsubishi Electric or an approved equal. The system shall be sized and zoned according to local code and meet all other energy efficiency standards required. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.

2.3.3 Appliances: All appliances must meet accessibility standards and be ENERGY STAR certified where available. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.

2.3.3.1 Kitchen:
- 18 CU. FT. Double Door Free Fridge
- Overhead Cabinet Above Refrigerator
- 30" Gas Range - plumbed for gas and electric
- Lighted Power Hood W/Fan Over Stove Solid
- Wood Cabinet Doors & Face Frames
- Topmount Composite/Stainless Steel Sink
- Granite Counter Tops
- 4" Backsplash on Counter Top
- Crown Molding Over Cabinets
- Adjustable Shelves
- Lined Overhead Cabinets
- Drain will be installed in kitchen area

2.3.3.2 Exterior:
- 25-Year Owens-Corning Roof Shingles – Class A
- Fiber-Cement Vertical Siding (Non-Combustible)
- 3/8" OSB Exterior Wall Sheathing - Per Plan
- 6-Panel Steel Front Door
- Deadbolt
- In-Swing Steel Rear Fire Door
- 2" x 6" Exterior Walls
- Rough Sawn Window Trim
- Exterior Lights at Doors
- 9’ Sidewall Height (Ceiling Height)
- Flat Ceilings throughout
- 3/12 Roof Pitch – As Per Floor Plan 7.5”
- Minimum Fascia
- 20# Roof Load
- Doorbell
- Windows: Material: Vinyl
  - Glass: Dual-Paned
  - Efficiency: Low-E
Insulation Throughout California:
Walls: R-19
Floor: R-21
Roof: R-38

2.3.3.3 Interior:
1/2” Finished, Texture, Painting Drywall Throughout
Painted & Textured Ceiling Throughout
Rocker-Type Wall Switches
Rounded Drywall Corners
3” Baseboards
Lever Latch Door Handles Flooring: LVT
7/16”, 7 Pound Rebond Pad
Hollow-Core Wardrobe Doors per Floor Plan Shelf and
Pole in Wardrobes
Dining Room Chandelier
Heat Registers in Toe Kicks (Kitchen & Bath)
Attic access
2” x 10’ Floor Joists, 16” O.C. (Double at Perimeter)
2” x 12” Floor Center Beam (or as per plan)
23/32” Minimum T&G Plywood Floor Decking

2.3.3.4 Utility:
200 AMP Electrical Panel
Tankless Water heater (Gas)
Plumb for Washer
Plumb for Gas Dryer and Wire for Electric
Programmable Thermostat
Smoke Detector(s) w/Battery
Backup Carbon Monoxide Detector(s)
Canned Lights in Kitchen – Per Plan
Supply an all in one combination front loading clothes washer/dryer unit
which meets the requirements stated in section 2.3.3 above.

2.3.3.5 Bathroom:
1.28 Gallon Low-Flow Elongated Toilet
60” Fiberglass Tub/Shower Combo
Wall mount Sink w/Overflow & Pop-Up Drain
Beveled Mirror Medicine Cabinet
Light Strip Over Lavatory
Exhaust Fan/Light Combination (or as per plan)
Nickel Hardware Throughout
Drain will be installed

2.3.3.6 Foundation:
The Manufacturer shall supply a stem wall foundation plan for
each unit which meets applicable building codes. Plan shall include
detailed location for point of connection for utilities including electrical,
plumbing, telephone, cable and any other applicable connections.
2.3.3.7 Delivery of Modular Units:
The Manufacturer shall provide the transportation of each modular unit to the project site and set on foundation that has been provided by HACS contractor.

2.3.4 Water Heater: The Manufacturer shall include ENERGY STAR certified, natural gas fired, tankless water heaters as manufactured by Rinnai or an approved equal. The water heater shall be sized according to local code. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.

2.3.5 Plumbing Fixtures: The manufacturer shall include all plumbing fixtures as specified below. All fixtures shall be low flow, water saving fixtures which meet accessibility design requirements and all applicable codes. Brand and model numbers of proposed fixtures shall be submitted with the proposal. These costs shall be included within the price per square-foot.

2.3.6 Lighting: The Manufacturer shall include all interior and exterior lighting fixtures. Proposed fixtures shall be residential style LED fixtures that meet all applicable energy codes. Brand and model numbers of proposed fixtures shall be submitted with the proposal. These costs shall be included within the price per square-foot.

2.3.7 Flooring: Living Areas & Kitchen: Manufacturer shall install engineered vinyl plank flooring with matching transitions and mouldings at doorways, termination points and where flooring butts up to dis-similar flooring surfaces. Brand and style of proposed flooring shall be included with the submittal. Final color and style shall be selected by the owner. Bathrooms: Manufacturer shall install non-slip ceramic tile flooring in bathroom and shower areas. Brand and style of proposed flooring shall be included with the submittal. Final color and style shall be selected by the owner. These costs shall be included within the price per square-foot.

2.4 Materials: All materials and products proposed in the submittal must be readily available for purchase within 100 miles of the HACS main office in Modesto, CA.

2.5 Pricing: Proposer shall provide pricing for each unit identified above based on a per square-foot price to manufacture and deliver each modular section. The specifications listed above shall not be considered an all-inclusive list of final specifications. The Manufacturer shall also include all items typically used in modular home construction as a final product to be included with their costs. The pricing shall be a calculation criterion.

2.6 Production of the Modular Units: Manufacturer shall provide evidence that production shall not restrict the project’s demand. This can be shown as plant production schedule, staging/storing, and travel time to project. Production evidence shall be calculated evaluation criterion.

2.7 Assembly of Modular Units: The Housing Authority retains the right to select a General Contractor ("Contractor") to install the modular units at the project site. The Manufacturer shall provide a list of all pre-approved assembly contractors for warranty requirements. This list shall be provided with RFP and shall be included when the Housing Authority procures Contractor for the project. The Manufacturer shall provide assembly literature that shall be included in any construction plans and specifications, or on-site guidance during installations.
2.8 **Storage:** The Manufacturer shall store all modular sections at their yard until work at each site warrants delivery and placement of each section. Delivery and placement of the modular sections shall be coordinated through the HACS with the Contractor completing the site work.

3.0 **PROPOSAL FORMAT:**

3.1 **Tabbed Proposal Submittal:** The HACS intends to retain the successful Proposer pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that the HACS can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can located without opening the proposal and labelled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACS has published herein or has issued by addendum.

3.1.1 **Tab 1, Form of Proposal:** The form is Attachment A of this RFP document. This is one-page form must be fully completed, executed where provided and submitted under this tab as a part of the proposal submittal.

3.2.1 **Tab 2, Form HUD-5369-A, Representations, Certifications, and other Statement of Bidders.** This form is Attachment B of this RFP document. This form must be fully completed, executed where provided and submitted under this tab as a part of the proposal submittal.

3.1.3 **Tab 3, Profile of Firm Form:** The Profile of Firm Form is Attachment C of this RFP document. This two-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal. **NOTE:** As instructed, place the required resumes under Tab #5.

3.1.4 **Tab 4, Proposed Services:** The Proposer shall, at a minimum, clearly detail the information submitted under this tab:

3.1.4.1 A complete description of the products/services that the Proposer intends to provide.

3.1.4.2 How staff are retained, screened, trained and monitored;

3.1.4.3 The Proposed quality control program; and

3.1.4.4 An explanation and copies of forms that will be used and reports that will be submitted.

3.1.4.5 Proposer’s qualifications to perform the work, including experience with federally-funded residential development.

3.1.4.6 An Organizational Chart, identifying a Team Leader and individuals who will be working on the project, including appropriate licenses, resumes and previous experience with references.

3.1.4.7 Demonstration of current capacity to carry out the work, including the ability to meet the HACS’ development schedule.

3.1.5 **Tab 5, Managerial/Financial Viability:** The Proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified in areas five (5) and six (6) of the Profile of Firm Form.
3.1.6 Tab 6, Client Information: The Proposer shall submit a listing of at least six former or current clients for whom the Proposer has performed services similar or the same as those being proposed. The list shall, at a minimum, include:

3.1.6.1 The client’s name;
3.1.6.2 The client’s contact name;
3.1.6.3 The Client’s telephone number;
3.1.6.4 A brief description and scope of the service(s) and the dates the services were provided.
3.1.6.5 In addition, briefly describe your ownership and development position for the last three (3) residential developments.

3.1.7 Tab 7, Subcontractor/Joint Venture Information: The Proposer shall identify whether or not the Proposer intends to use any subcontractors for this, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the Proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

3.1.8 Tab 8, Section 3 Business Preference Documentation: For any Proposer claiming a Section 3 Business Preference, the Proposer shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as attachment D and any documentation required by that form. If the Proposer does not claim any Section 3 preference, please place hereunder a statement that “NO SECTION 3 BEING CLAIMED.”

3.1.9 Tab 9, Other Information (Optional item): The Proposer may include hereunder any other general information that the Proposer believes is appropriate to assist the HACS in its evaluation. If no pertinent information is to be placed under this tab, please place hereunder a statement that “NO INFORMATION IS BEING PLACED HEREUNDER.”

3.1.10 Tab 10, HACS Form of Non-Collusive Affidavit: This form is Attachment H of this RFP document. This one-page form must be fully completed, executed where provided, notarized, and submitted under this tab as a part of the proposal submittal.

3.1.11 NOTE: If no pertinent information is to be placed under any of the tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” OR “THIS TAB LEFT INTENTIONALLY BLANK.”

3.2 Fees Submittal: Proposed fees will only be submitted by the Proposer and received by HACS on a single separate cover letter included with the submittal package but not physically attached to any of the three tabbed proposals. Do not submit, enter or refer to any costs within any of the documents submitted under any of the tabs of the proposal submittal-any proposer that does so may be rejected without further consideration. Unless otherwise stated, all proposed fees are all-inclusive of all related costs that the Manufacturer will incur to provide the noted service or installation, including, but not limited to: employee wages and costs; materials; supplies; tools; equipment; licensing; and insurance, travel lodging, etc.

3.2.1 Billable Rates: Proposers shall submit a separate rate sheet identifying the billable hourly rates for each type of service expected to be needed. This sheet shall not be physically attached to nor presented in any of the three tabbed proposal submittals. Proposer acknowledges that any quantities discussed are for calculating purposes only, as the HACS does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.
3.2.2 **Proposed Total Costs:** Proposers shall submit proposed total costs for each unit on the separate form of price submittals (Attachment I to the RFP package). The form of price submittal follows the format outlined below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Bedroom, 1 Bath</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2 Bedrooms, 1 Bath</td>
<td></td>
</tr>
</tbody>
</table>

3.2.3 **Point Awards for Pricing:** Points for pricing shall only be awarded for Square Foot total costs for each bedroom size as entered on the separate Form of price submittal (Attachment F to the RFP package). Points will be awarded using the “Proposed Costs vs. Proposed Costs” method, whereby 100% of the points assigned in this evaluation criteria area are calculated based upon how the proposed fees from each proposer compare with such costs submitted by each of the other proposers. Lowest price receive a percentage of the total maximum points based on a factor calculated by dividing the lowest price amongst all proposals received by the price being evaluated.

For example:

<table>
<thead>
<tr>
<th>Proponent</th>
<th>Proposed Fees</th>
<th>Factor Calculation</th>
<th>Possible Points</th>
<th>Points Calculation</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer A</td>
<td>$900.00</td>
<td>900/900 = 1.00</td>
<td>25</td>
<td>25 x 1.00</td>
<td>25</td>
</tr>
<tr>
<td>Proposer B</td>
<td>$1,000.00</td>
<td>900/1000 = 0.90</td>
<td>25</td>
<td>25 x 0.90</td>
<td>23</td>
</tr>
<tr>
<td>Proposer C</td>
<td>$1,800.00</td>
<td>900/1800 = 0.50</td>
<td>25</td>
<td>25 x 0.50</td>
<td>13</td>
</tr>
</tbody>
</table>

3.3 **Proposal Submission:** All proposals must be submitted, time-stamped, and received in the HACS Office by no later than the submittal deadline states or within any ensuing addendum. A total of one (1) cover letter identifying pricing/fees but not physically attached to any of the three tabbed proposals, and one (1) original signature copy (marked “ORIGINAL”) plus two (2) exact copies of the proposal submittals, each complete with cover and extending tabs, shall be placed, unfolded, in a sealed package and addressed to:

**Housing Authority of the County of Stanislaus**
1701 Robertson road
Modesto Ca 95351

**NOTE:** The package exterior must clearly denote the relevant RFP number and must have the Proposer’s name and return address. Proposals submitted after the published deadline will not be accepted.

3.3.1 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering on these documents or the documents submitted any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACS by the Proposer, that proposal may be invalidated. If, after accepting such a proposal, the HACS decides that any such entry had not changed the intent of the proposal, the HACS may accept the proposal shall be considered by the HACS as if those additional marks, notations or
requirements were not entered.

3.3.2 Submission responsibilities: It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth in all applicable documents issued by the HACS, including the RFP document, the documents listed within the following titled “Recap of Attachments”, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the Proposer is stating his/her agreement to comply with all conditions and requirements set forth in those documents. Written notice from the Proposer not authorized in writing by the HACS requirements contained within the documents may cause the Proposer to not be considered for award.

3.3.3 RFP Review: After the initial proposal review, some of the companies that have responded may be asked to be available for interviews. At the sole discretion of HACS; a meeting may be scheduled to discuss the proposal with the highest-ranking proposers. If so, those companies will be given not less than three (3) business days’ notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

3.4 Proposer’s Responsibilities - Contact with the HACS: It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the HACS Business Office only. Proposers may not make inquiry or communicate with any other HACS staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HACS to not consider a proposal submittal received from any Proposer who may has not abided by this directive. All questions should be in writing and directed to the HACS contact person identified on page two (2) of this RFP.

Proposer’s Responsibilities - Release of Information: Information submitted in response to this RFP will not be released by the HACS during the proposal evaluation process or prior to a contract award.

Proposer’s Responsibilities - Proprietary Information: If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

3.5 Pre-Proposal Conference: A non-mandatory pre-proposal conference has been scheduled for 11:00 A.M., October 16, 2018 at the HACCS, 1701 Robertson Rd., Modesto

3.6 Recap of Attachments: It is the responsibility of each Proposer to verify that that he/she has the following attachments pertaining to this RFP:

3.6.1 Attachment 0.0: HACS Request for Proposals Notice and Table of Contents;

3.6.2 Attachment 1.0: This HACS RFP Document.

3.6.3 Attachment A: HACS Form of Proposal.

3.6.4 Attachment B: Form HUD-5369 –c, Certifications and Representations of Offerors, Non-Construction Contract:

3.6.5 Attachment C: HACS Profile of Firm form;
3.6.6 Attachment D: HACS Section 3 forms, including explanation;

3.6.7 Attachment E1: HACS Sample Contract (Please note that this document is being given as a sample only. The HACS reserves the right to revise any clause and/or include with the ensuing contract any additional clauses that the HACS feel it is in its best interests to do so);

3.6.8 Attachment E2: Form HUD-5369-C1, General Conditions for Non-Construction Contract;

3.6.9 Attachment F: Form HUD-5369-C, Instructions to Offerors, Non-Construction Contracts.

3.6.10 Attachment G: General Insurance Requirements for Most Contracts;

Certifications and Representations of Offerors, Non-Construction Contract:

3.6.11 Attachment H: HACS Form of Non-Collusive Affidavit;

3.6.12 Attachment I: Form of Price Submittal

3.6.13 Attachment J: Sample of Modular

3.6.14 Any and all Addendums pertaining to this RFP solicitation

4.0 PROPOSAL EVALUATION: Criteria and method. The HACS will evaluate each proposal submitted in accordance with the RFP procedures shown in the HUD Procurement Handbook No. 7460.8 REV 2 and within the HACS Procurement Policy. The following factors will be utilized by the evaluation committee appointed by the HACS to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal.
REQUEST FOR PROPOSALS (RFP) #1819-14 Modular Homes,

<table>
<thead>
<tr>
<th>NO.</th>
<th>MAX POINT VALUE</th>
<th>CRITETION DESCRIPTION</th>
</tr>
</thead>
</table>
| 1   | 20 points       | Capability and Depth of Expertise:  
a) Depth of professional expertise of proposed key personnel as it relates to the project, and a demonstrated ability to perform the work as indicated by profiles of the principals’ and staffs’ professional and technical competence/experience, and the capability to provide professional services in a timely manner.  
b) Includes similar review of subcontractors’ personnel, if any.  
c) Demonstrated successful experience and capability of the contractor in provide services described in this RFP. |
| 2   | 20 points       | Past Performance:  
a) Demonstrate experience in understanding and working concurrently with multiple public entities (which could include department within the County of Stanislaus Department such as Public Works, Planning and Zoning, Environmental, Inspection, Licensing, and Permits), knowledge of local building codes, and federal building alterations requirements. Knowledge of local issues and County Government, Entitlements, and Environmental Review processes, procedures, and policies, as related to sustainable development and Affordable Housing.  
b) Special consideration shall be given for demonstrated experience with providing housing for HUD communities, citing previous examples.  
c) Special consideration shall be given for demonstrated ability to provide energy efficient designs, and products, citing previous examples (such examples may include, but are not limited to, Energy Star Appliances and Energy Star Structures).  
d) Demonstrated ability to deliver modular units on-site in a timely manner, citing previous examples of similar distances.  
f) Submission of at least five (5) satisfactory references for former or current clients for whom the proposer has performed similar or like services to those being proposed. The list shall, at a minimum, include: The clients’ name. The Clients’ contact name, the clients’ telephone number; and a brief description and scope of the services(s)and the dates the services were provided. |
| 3   | 20 points       | Qualifications of Contractor to provide continuous high volume production, delivery and installation of the modular units.:  
a) Maintenance Friendly / Sustainable Designs: Special consideration shall be given to designs that reflect maintenance-friendly and sustainable designs. The HACS is looking for designs that simplify ongoing maintenance, such as ease of access to plumbing fixtures while minimizing disturbance of the residents.  
b) Warrantees: Review of provided copies of guarantees and warrantees.  
c) Delivery and Installation: Review of time schedule from order date to installation |
| 4   | 15 points       | Other Factors:  
a) Additional general information that the Proposer believes to be appropriate to assist the HACS in its evaluation.  
b) Completeness and quality of presentation materials.  
c) Responsiveness and relevance to the Housing Authority’s development needs. |
| 5   | 25 points       | Proposed Cost: The costs being proposed to charge HACS. Weighted, based on lowest price at 15 points:  
Lowest Bidder’s Price  
Score= --------------------------- x 25  
Bidder’s Price |
| TOTAL | 100 points     | Maximum points (Before Section 3 Preferences) |
4.1 **Section-3 Preference Evaluation Factors:** The following factors will be utilized by the staff member assigned by the HACS to evaluate each proposal submittal received.

<table>
<thead>
<tr>
<th>NO.</th>
<th>MAX POINT VALUE</th>
<th>Factor Type</th>
<th>FACTOR DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Objective</td>
<td>SECTION 3 BUSINESS PREFERENCE PARTICIPATION: a FIRM MAY QUALIFY FOR Section 3 status as detailed within Attachment D (NOTE: A max of 25 points awarded).</td>
<td></td>
</tr>
<tr>
<td>(8a)</td>
<td>5</td>
<td>Priority I: As detailed on page 5 of Attachment D</td>
<td></td>
</tr>
<tr>
<td>(8b)</td>
<td>5</td>
<td>Priority II: As detailed on page 5 of Attachment D</td>
<td></td>
</tr>
<tr>
<td>(8c)</td>
<td>5</td>
<td>Priority III: As detailed on page 5 of Attachment D</td>
<td></td>
</tr>
<tr>
<td>(8d)</td>
<td>5</td>
<td>Priority IV: As detailed on page 5 of Attachment D</td>
<td></td>
</tr>
<tr>
<td>(8e)</td>
<td>5</td>
<td>Priority V/VI: As detailed on page 5 of Attachment D</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Maximum Section 3 Preference Points (Additional Points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>125</td>
<td>Total Possible RFP Points</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2 **Evaluation Method:**

4.2.1 Initial Evaluation: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). The HACS shall select a minimum of a three-person panel to evaluate each of the proposals submitted in response to this RFP.

4.2.2 Interview: HACS may reserves the right to interview the proposers as part of the evaluation.

4.2.3 Restrictions: All persons having familiar (including in-laws) and/or employment relationship (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACS evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Proposer entity will be excluded from participation on the HACS evaluation panel.

5.0 **CONTRACT AWARD:**

5.1 If a contract is awarded pursuant to this RFP, the procedures shown in the HUD Procurement Handbook No. 7460.8 REV 2 and within the HACS Procurement Policy will be followed.

5.1.1 Upon final completion of the proposal evaluation process, the evaluation panel will forward the completed evaluations to the HACS. The HACS PA will formulate and forward to the HACS ED for consideration and approval a written award recommendation. The HACS ED may choose to approve the award or the HACS ED may approve staff to take the award recommendation to the HACS Board of Commissioners at a scheduled board meeting for approval (typically for contracts). If so, the HACS Board will then make its determination whether or not to follow the panel's recommendation. If the recommendation is followed and the top-rated Proposer is approved for award, all Proposers will receive an HACS Notice of Results of Evaluation.

5.1.2 Price shall be considered, but is not the sole determining factor. At the HACS's option,
contract price negotiations may be conducted prior to or after Board approval.

5.1.3 The HACS may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the HACS determine in writing and in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the respondent. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the respondent’s proposal as negotiated.

5.2 Contract Conditions: The following previsions are considered mandatory conditions of any contract award made by HACS pursuant to this RFP:

5.2.1 Contract Form: The HACS will not exclude a contract on the successful Proposer’s form. Contracts will only be executed on a form supplied by the HACS (please see Example Contract, Attachment E1). By submitting a proposal, the successful Proposer agrees to do so. Please note that the HACS reserves the right to amend this form as the HACS deems necessary. However, the HACS will consider any contract clauses that the Proposer wishes to include. The failure of the HACS to include such clauses does not give the successful Proposer the right to refuse to execute the HACS’ contract form. It is the responsibility of each prospective Proposer to notify the HACS in writing prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HACS will consider and respond to such written correspondence, and if the prospective Proposer is not willing to abide by the HACS’s response (decision), then that prospective Proposer shall be deemed ineligible to submit a proposal.

5.2.2 Assignment of Personnel: shall retain the right to demand and receive a change in personnel assigned to the work if the HACS believes that such change is in best interest of the HACS and the completion of the contracted work. Contractor shall select and employ the replacement personnel.

5.2.3 Unauthorized Sub-Contracting Prohibited: The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the HACS Executive Director (“ED”). Any purported assignment of interest or delegation of duty, without the prior written consent of the HACS ED shall void. It may result in the cancellation of the contract with the HACS, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; either as determined by the HACS ED.

5.3 Contract Period: As this RFP is for services pertaining to a project still in the planning stages, this contract period will be for 1 year with the option of 1 year increments for a total of 5 years. However, the HACS shall retain the right to contract with the successful Proposer for any amount of time that, in the opinion of the HACS, it takes to conclude any matter that the successful Proposer may begin work on within the HUD-permissible maximum five-year contract period.

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

5.4.1 The contractor shall provide to the HACS copies of any required current
City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

5.4.2 If applicable, copy of the Proposer’s license issued by the State of California licensing HACS allowing the Proposer to provide the services detailed herein.

5.4.3 Proof of insurance coverage as outlined in the HACS document Insurance

5.4.4 The requested related information shall also be entered where provided for the Profile of Firm Form. DO NOT ATTACH COPIES TO THE PROPOSAL SUBMITTED. The HACS will garner the necessary certificates from the successful Proposer prior to contract execution.

5.5 Right to Negotiate Final Fees: The HACS shall retain the right to negotiate the amount of fees that are paid to the successful Proposer. Such negotiations may begin after the HACS has chosen a top-rated Proposer. If such negotiation is not, in the opinion of the HACS ED, successfully concluded, the HACS shall retain the right to end such negotiations and begin negotiations with the next-highest-rated Proposer. The HACS shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.5.1 Requirements Contract/Task Order Basis: The HACS does not at this time know the full extent of the work that the HACS will need the successful Proposer to perform. The quantities listed in the cost proposal area shall be considered to be calculation factors only. The HACS will evaluate each Proposer’s cost proposal on an equitable basis.

5.5.1.1 Therefore, the proposed contract shall be considered to be a requirements contract (RC) with work order on a task order basis. This means that the HACS will order work on an as-needed basis, and the successful Proposer will provide the work pursuant to the unit costs proposed and/or negotiated.

5.5.1.2 The HACS reserves the right to order any quantity of work pursuant to the proposed contract. This means that there shall be no minimum or maximum amount of work that will be ordered, either on an individual order basis or in total. However, any such work ordered will be in conformance with an HACS Board approved budget, a specific not-to-exceed (NTE) amount listed on the current contract.

5.6 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal laws.
FORM OF PROPOSAL
(Attachment A)

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

<table>
<thead>
<tr>
<th>X=ITEM INCLUDED</th>
<th>SUBMITTAL ITEMS (Three copies of each proposal, including one with original signatures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>______</td>
<td>Tab 1 Form of Proposal (Attachment A)</td>
</tr>
<tr>
<td></td>
<td>Tab 2 Form HUD-5369-C (Attachment B)</td>
</tr>
<tr>
<td></td>
<td>Tab 3 Profile of Firm Form (Attachment C)</td>
</tr>
<tr>
<td></td>
<td>Tab 8 Section 3 Form &amp; Explanation (Attachment D)</td>
</tr>
<tr>
<td></td>
<td>Tab 10 Form of Non-Collusive Affidavit (Attachment E)</td>
</tr>
<tr>
<td></td>
<td>HACS Form of Price Submittals (Include with Submittals but do not physically attach)</td>
</tr>
<tr>
<td></td>
<td>Tab 4-7 and Tab 9</td>
</tr>
</tbody>
</table>

SECTION 3 STATEMENT
Are you claiming a Section 3 business preference? YES or NO . If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? ____________.

PROPOSER’S STATEMENT
The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature ___________________ Date __________ Printed Name ___________________ Company ___________________
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause Page
1. Certificate of Independent Price Determination 1
2. Contingent Fee Representation and Agreement 1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 1
4. Organizational Conflicts of Interest Certification 2
5. Bidder's Certification of Eligibility 2
6. Minimum Bid Acceptance Period 2
7. Small, Minority, Women-Owned Business Concern Representation 2
8. Indian-Owned Economic Enterprise and Indian Organization Representation 2
9. Certification of Eligibility Under the Davis-Bacon Act 3
10. Certification of Nonsegregated Facilities 3
11. Clean Air and Water Certification 3
12. Previous Participation Certificate 3
13. Bidder's Signature 3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to influence any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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.

(ii) 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:

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, “Disclosure of Lobbying Activities,” and

(3) He or she will include the language of this certification in all subcontractors at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any 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 bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

   (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

   (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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, and 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by female owners.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members, or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

   (Check the block applicable to you)

   [ ] Black Americans     [ ] Asian Pacific Americans
   [ ] Hispanic Americans  [ ] Asian Indian Americans
   [ ] Native Americans    [ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or
community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract is, if listed on the Environmental Protection Agency List of Violating Facilities.

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" is not included with the bid.

13. Bidder’s Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

[ ] Black Americans  [ ] Asian Pacific Americans
[ ] Hispanic Americans  [ ] Asian Indian Americans
[ ] Native Americans  [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that-

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification
(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
   (i) Award of the contract may result in an unfair competitive advantage;
   (ii) The Contractor's objectivity in performing the contract work may be impaired; or
   (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

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

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

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

7. Offeror's Signature
The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

__________________________
Signature & Date:

__________________________
Typed or Printed Name:

__________________________
Title:

S. Authorized Negotiators (RFPs only)
REQUEST FOR PROPOSALS (RFP) #1819-14 Modular Homes,

PROFILE OF FIRM FORM
(Attachment C)

(This Form must be fully completed and placed under Tab #3 of the proposal submittal.).

(1) Prime_____ Subcontractor_______ (This form must be completed by and for each)

(2) Name of Firm: ___________________________ Tel: _______________ (5) Fax: _______________

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

(4) Please attached a brief biography/resume of the company, including the following information:
   (a) Year Firm Established; (b) Year Firm Established in Stanislaus County; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab #5 a brief professional resume for each):

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab #5 a brief resume for each. (Do not duplicate any resumes required above:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- [ ] Caucasian American (Male)  %
- [ ] Public–Held Corporation  %
- [ ] Government Agency  %
- [ ] Non-Profit Organization  %

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

<table>
<thead>
<tr>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Resident-</strong> Owner  %</td>
<td><strong>African American  %</strong></td>
<td><strong>Native American  %</strong></td>
</tr>
<tr>
<td><strong>Asian/Indian American  %</strong></td>
<td><strong>Hispanic American  %</strong></td>
<td><strong>Hasidic Jew  %</strong></td>
</tr>
<tr>
<td><strong>Asian/Indian American  %</strong></td>
<td><strong>Woman-Owned (Caucasian  %)</strong></td>
<td><strong>Disabled Veteran  %</strong></td>
</tr>
<tr>
<td><strong>Other  %</strong></td>
<td><strong>Woman-Owned (MBE  %)</strong></td>
<td><strong>Other  %</strong></td>
</tr>
</tbody>
</table>

WMBE Certification Number:
Certified by:

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

Signature ___________________________ Date __________ Printed Name ___________ Company ___________________________
REQUEST FOR PROPOSALS (RFP) #1819-14 Modular Homes,

PROFILE OF FIRM FORM
(Attachment C)

(This Form must be fully completed and placed under Tab #3 of the proposal submittal.)

(8) Federal Tax ID No.: ________________________________

(9) County of Stanislaus Business License No.: ________________________________

(10) State of California License Type and No.: ________________________________

(11) Worker’s Compensation Insurance Carrier: ________________________________
    Policy No. ___________________________ Expiration Date: ______________________

(12) General Liability Insurance Carrier: ________________________________
    Policy No. ___________________________ Expiration Date: ______________________

(13) Professional Liability Insurance Carrier: ________________________________
    Policy No. ___________________________ Expiration Date: ______________________

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

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HAC? Yes ☐ NO ☐ If “Yes,” please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposing entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or bid or to refrain from proposing or bidding, 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 or bid price of affiant or of any other proposer or bidder to fix overhead, profit or cost element of said proposal or bid price, or that of any other proposer or bidder or to secure any advantage against the Housing Authority or any proposal or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Signature __________________________________ Date ____________________________
Printed Name __________________________________ Company ____________________________

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS
(Attachment D)

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

NAME OF BUSINESS: 

ADDRESS OF BUSINESS: 

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:
☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of owners/stockholder and % of each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief functional statement

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:
☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of all employees claiming Section 3 status
☐ PHA Residential lease (less than 3 years from date of employment) ☐ Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement ☐ List of owned equipment
☐ Statement of ability to comply ☐ List of all contracts for the past 2 years with public policy

Corporate Seal

Authorizing Name and Signature

Notary

My term expires: 

Title

Signature Date Printed Name

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS

Page 1
SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

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

Goal Of These Contracts For Project Area Businesses:

<table>
<thead>
<tr>
<th>PROPOSED TYPE OF CONTRACT</th>
<th>APPROX. COST</th>
<th>PROPOSED TYPE OF CONTRACT</th>
<th>APPROX. COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

(INsert THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

Date: ____________________________

Signature ________________________ Date ____________________________

Printed Name ______________________
SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES (con’d)

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

| COMPANY NAME: | | |
| ADDRESS: | | |
| PROJECT: | | |

<table>
<thead>
<tr>
<th>PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)</th>
<th>SECTION 3 WORKFORCE PROJECTION (Residents)</th>
<th>TOTAL PROJECTED WORKFORCE INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINEEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>APPRENTICEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEYPERSONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LABORERs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPERVISORY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPERINTENDENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLERICAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature | Date | Printed Name
SECTION 3 BUSINESS PREFERENCE CLAUSE
(Attachment D)

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

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

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

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

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

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

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

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

(Attachment D)

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

**Priority I**

**Category 1a Business**
Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

**Priority II**

**Category 1b Business**
Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

**Priority III**

**Category 2a Business**
Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

**Priority IV**

**Category 2b Business**
Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were “Section 3” residents of any other public housing development.

**Priority V**

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

**Priority VI**

**Category 4a Business**
Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

**Priority VII**

**Category 4b Business**
Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

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

This Agreement, made the _ day of _______, by and between the Housing Authority of the county of Stanislaus, hereinafter called the "OWNER", and

Contractor: TBD

hereinafter called the "CONTRACTOR";

WITNESSETH:

That whereas the OWNER intends to provide for construction of the __________, hereinafter called the PROJECT, in accordance with the Contract Documents prepared by The Housing Authority of the County of Stanislaus. Now, therefore, the parties of these presents, each in consideration of the Agreement on the part and behalf of the other herein contained, have mutually agreed, and hereby mutually agree, the OWNER, for itself and its successors, and the Contractor for Itself and its successors and assigns, as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services to perform and complete in a workmanlike manner and in strict and full accord with the specifications prepared by the Owner and attached hereto, all work required for the Construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

2. The CONTRACTOR agrees that Work under this Agreement shall be commenced upon receipt of written Notice to Proceed, and shall complete all work within 60 calendar days of the commencement of the Contract Time from the date established in the Notice to Proceed.

3. The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the OWNER.
4. The OWNER agrees to pay and the CONTRACTOR agrees to accept as full compensation for the complete performance of this Contract, the amount of: $ (dollars) subject to additions and deductions as provided in the Contract Documents; the above amount to cover the cost of all work, services, labor, materials, tools, equipment, plans, and appliances of every name or description to complete the entire Work as specified and the removal of all debris, temporary work, and appliances. Progress payments will be made in accordance with the General Conditions of the Contract.

5. All work shall be done under the general supervision of the OWNER or its assignee. The OWNER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of the Contract Documents, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

6. All changes to work that are made or required during the course of construction for unforeseen circumstances other than those that would have been or should have been included during the normal construction procedures will be considered as a Change Order. If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. The CONTRACTOR agrees that such equitable adjustment shall be for actual cost of services and materials and shall be limited to no greater than a 12% mark-up for profit and overhead for the total cost of the Change Order.

7. The CONTRACTOR further agrees that he and his sureties shall be liable and shall pay to the OWNER, the sum of One Hundred and Fifty Dollars ($150.00) per day, as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the CONTRACTOR) until the Work is completed and his sureties shall be liable for the amount thereof; provided that the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, Acts of God, or of the Public Enemy, Acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes. Provided further, that the CONTRACTOR shall within five days from the beginning of any such delay notify the OWNER in writing, of the causes of any such delay. The OWNER shall ascertain the fact and the extent of the delay and shall extend the time for completing the Contract within the findings of fact justify such extension.

No payment or compensation of any kind shall be made to the CONTRACTOR because of hindrance or delay from any cause in the progress of the Work, whether such delay be avoidable or unavoidable and extension of the time will be granted only as provided above.

8. The CONTRACTOR represents and warrants that:
A. It is financially solvent, it is experienced in and competent to perform the type of Work contemplated by this Contract, the facts stated or shown in the papers accompanying its proposal are true, and it is authorized to do business in the State of California.

B. It has carefully examined the Contract Documents and the site and it has satisfied itself from its own investigations as to the nature and location of the work and facilities needed for the performance of the Work, the general and local conditions, and all other matters which may in any way affect the Work.

C. The conditions at the site of the Work are such that the Work can be carried on and completed in accordance with the Contract Documents in their present form, and accordingly, it accepts all conditions as they may be eventually found to exist, and undertakes that all work required because of any unforeseen condition shall be wholly at its own cost and expense, everything in this Contract or the Contract Documents to the contrary, notwithstanding.

D. The CONTRACTOR agrees to comply with all the Federal, State, Municipal Laws, Ordinances, and Regulations which may in any way affect the Work.

9. The OWNER may withhold from the CONTRACTOR so much of payments due him as may in the judgment of the OWNER be necessary:

A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the Work.

B. To protect the OWNER from loss due to defective work not remedied.

C. To protect the OWNER from loss due to injury to persons or damage to property caused by the act or neglect of the CONTRACTOR.

10. The foregoing provisions shall be construed solely for the benefit of the OWNER and shall not require the OWNER to determine or adjust any claims or disputes between the CONTRACTOR and his Subcontractors or material men, or to withhold any moneys for their protection unless the OWNER elects to do so. The failure or refusal of the OWNER to withhold any moneys from the CONTRACTOR shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

11. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the day and year first above written.
Housing Authority of the County of Stanislaus

CONTRACTOR

BY

Executive Director

TITLE

1701 Robertson Road
Modesto, CA 95351

BUSINESS ADDRESS

CITY

STATE
Conduct of Work

1. Definitions

(a) "Contract" means the contract entered into between the AUTHORITY and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction, the applicable wage rate determinations from either the U.S. Department of Labor or State, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(b) "Contracting Officer" means the person delegated the authority by the AUTHORITY to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the AUTHORITY in all dealings with the Contractor.

(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) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(e) "State" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. State has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the AUTHORITY, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of State may be required to authorize changes in the work or for release of funds to the AUTHORITY for payment to the Contractor. Notwithstanding State's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and State.

(f) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(g) "AUTHORITY" means the Public Housing Agency or Indian Housing Authority organized under applicable State or tribal law which is a party to this contract.

(h) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(i) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the AUTHORITY pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent unless otherwise indicated of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Authority.
(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has Authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the AUTHORITY, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on AUTHORITY premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the AUTHORITY and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect’s duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other
equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor’s price breakdown and progress payment estimates; and, 

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Preconstruction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the AUTHORITY, its Architect, and other interested parties convened by the AUTHORITY. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The AUTHORITY will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the AUTHORITY. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor’s right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the AUTHORITY, as well as from the drawings and specification made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the AUTHORITY.

(b) The AUTHORITY assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the AUTHORITY. Nor does the AUTHORITY assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly Stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor’s risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the AUTHORITY within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designation", "prescription", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown, as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the AUTHORITY by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The AUTHORITY may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with order requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the AUTHORITY's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the AUTHORITY for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the
need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the AUTHORITY and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the
producer, the Contractor’s name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the AUTHORITY right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the AUTHORITY can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety.
as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 327 et seq.; and,

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 24 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the AUTHORITY, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. **Temporary Heating**

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the AUTHORITY in the condition and at the time required by the specifications.

15. **Availability and Use of Utility Services**

(a) The AUTHORITY shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the AUTHORITY or, where the utility is produced by the AUTHORITY, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work
by the AUTHORITY, the Contractor shall remove all the temporary connections, distribution lines; meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the AUTHORITY from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the AUTHORITY may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials
furnished by the Contractor without expense to the AUTHORITY. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. **Clean Air and Water**
The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. **Energy Efficiency**
The Contractor shall comply with 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 the contract is performed.

20. **Inspection and Acceptance of Construction**

(a) Definitions. As used in this clause-

(1) "Acceptance" means the act of an authorized representative of the AUTHORITY by which the AUTHORITY approves and assumes ownership of the work performed under this contract. Acceptance may partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to AUTHORITY inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) AUTHORITY inspections and tests are for the sole benefit of the AUTHORITY and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) attest the continuing rights of the AUTHORITY after acceptance of the completed work under paragraph j) below.

(d) The presence or absence of the AUTHORITY inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications.
without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The AUTHORITY may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The AUTHORITY shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.

(f) The AUTHORITY may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the AUTHORITY not to conform to contract requirements, unless the AUTHORITY decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the AUTHORITY may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the AUTHORITY, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the AUTHORITY considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the State of preparedness is as represented, the AUTHORITY will promptly arrange for the inspection. Unless otherwise specified in the contract, the AUTHORITY shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the AUTHORITY'S right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The AUTHORITY shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the AUTHORITY intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The AUTHORITY's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the AUTHORITY has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the AUTHORITY's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without
proper remuneration there for. If parlor possession or use by the AUTHORITY delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. **Warranty of Title**

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. **Warranty of Construction**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (I) of this clause that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (1) one year (unless otherwise indicated) from the date of final acceptance of the work. Warranty period for roofing shall be for a period of (3) three years. If the AUTHORITY takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the AUTHORITY takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to AUTHORITY owned or controlled real or personal property when the damage is the result of--

1. The Contractor's failure to conform to contract requirements; or
2. Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the AUTHORITY shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed in writing, for the benefit of the AUTHORITY; and,
3. Enforce all warranties for the benefit of the AUTHORITY.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the AUTHORITY may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the AUTHORITY nor for the repair of any damage that results from any defect in AUTHORITY furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and © above relate only to the specific obligation of the Contractor to correct the work, and
have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the AUTHORITY’S rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the AUTHORITY’S property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within sixty (60) calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Precedence

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable State or local law or regulation, the State or local law or regulation shall prevail; provided that such State or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The AUTHORITY shall pay the Contractor the price as provided in this contract.

(b) The AUTHORITY shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The AUTHORITY may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to State. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the AUTHORITY, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than seven days in advance of the date set for payment and
subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name ____________________________
Title ______________________________
Date ______________________________

(f) Except as otherwise provided in State law, the AUTHORITY shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect determines that the Contractor's performance and progress are satisfactory, the AUTHORITY may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the AUTHORITY shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the AUTHORITY'S interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the AUTHORITY.

(h) All material and work covered by progress payments made shall at the time of payment become the sole property of the AUTHORITY, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or (2) waiving the right of the AUTHORITY to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the AUTHORITY in the course of their employment, the Contractor shall restore such damaged work without cost to the AUTHORITY and to seek redress for its damage only from those who directly caused it.
(l) The AUTHORITY shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the AUTHORITY arising by virtue of this contract, other than claims, in Stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The AUTHORITY shall not (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the AUTHORITY to withhold moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has Authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally - (1) pursuant to a specific authorization Stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the AUTHORITY address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of State prior to its issuance (e.g., a change order that exceeds the AUTHORITY’S approved threshold), such modification shall not be effective until the required approval is received by the AUTHORITY.

29. Changes

(a) A Change Order is a written order to the Contractor signed by the Owner and the Architect and issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

(b) The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall execute under the applicable conditions of the Contract Document. Change Orders shall be signed by the Contractor, in addition to the Owner and Architect.

(c) The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By unit prices stated in the Contract Documents, Form of Proposal or subsequently agreed upon;
3. By costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or,
4. By the method provided in Subparagraph (d).
5. For all changes in the work, the allowance for overhead, profit and bond combined, included in the total cost to the Owner, shall be based upon the following schedule: For the Contractor, for any work performed by his own force, twelve percent (12%) of the cost; For each subcontractor involved, work performed by his own forces, twelve percent (12%) of the cost;

6. Change order mark-up fee not to exceed 12%
For the Contractor, for work performed by his subcontractor, six percent (6%) of the amount due the subcontractor;
Cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, Old Age and Unemployment Insurance (labor cost may include a prorated share of foreman charge); worker's Compensation Insurance; Rental cost of power tools and equipment.

(d) If none of the methods set forth in Clauses 29. (a), (b), (c), is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedule set forth above. In such case, and also under Clauses (a) and (b) above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:

1. Cost of materials, including sales tax and cost of delivery.
2. Cost of labor, including social security, old age and unemployment insurance and fringe
3. Worker's compensation insurance.
4. Bond premiums.
5. Rental cost of equipment and machinery
6. Additional cost of supervision and field office personnel directly attributable to the change.

(e) Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificates for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

(f) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

1. In the specifications (including drawings and designs);
2. In the method or manner of performance of the work;
3. PHA/IHA-furnished facilities, equipment, materials, services, or site; or,
4. Directing the acceleration in the performance of the work.

(g) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order. Except as provided in this clause, no order, Statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(h) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustments and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change
under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA/IHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.  

(I) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written Statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.  

(J) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.  

(K) The Contracting Officer shall act on proposals within 30 days after the receipt, or notify the Contractor of the date when such action will be taken.  

(L) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.  

(M) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(A) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the AUTHORITY.  

(B) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.  

(C) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount Stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(A) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
(b) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the AUTHORITY against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 days (unless otherwise indicated) after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the AUTHORITY in accordance with the AUTHORITY's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days (unless otherwise indicated) after receipt of the Contracting Officer's decision.

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

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the AUTHORITY may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AUTHORITY resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AUTHORITY in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the AUTHORITY or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the AUTHORITY, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the AUTHORITY.
33. Liquidated Damages

(a) If the contractor fails to complete the work within the time specified in the clause entitled Default of this Contract, both the Contractor and the AUTHORITY agree that the AUTHORITY will suffer damages for the delay in completion of any phase of the work and that the actual amount of AUTHORITY damages would be extremely difficult and impracticable to calculate or otherwise ascertain. By placing their initials here, Contractor and the AUTHORITY agree that such damages shall be liquidated and that the Contractor shall pay the AUTHORITY the sum of $150.00 for each and every day and every unit that is not completed of any phase of the work is delayed beyond the time set forth for the completion of that phase of the work unless the Contractor’s delay is excused under another clause in this Contract. Contractor and AUTHORITY further agree that the amount of liquidated damages is reasonable considering all the circumstances existing on the date of the execution of this Contract and that these liquidated damages are a reasonable approximation by the Contractor and the AUTHORITY in view of their inability to calculate actual damages.

(b) If the AUTHORITY terminates the Contractor’s right to proceed, the assessment if the liquidated damages shall continue until such reasonable time as may be required for final completion if the work together with any increased cost incurred by the AUTHORITY in the completing the work.

(c) If the AUTHORITY does not terminate the Contractor’s right to proceed, liquidated damages will be assessed until the Contractor’s work is completed and accepted by the AUTHORITY.

(d) The imposition of liquidated damages by the AUTHORITY shall not preclude other AUTHORITY claims for damages against the Contractor caused other than by Contractor’s delay in completion of the work.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part whenever the Contracting Officer determines that such termination is in the best interest of the AUTHORITY. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the AUTHORITY shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the AUTHORITY of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the AUTHORITY or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the AUTHORITY; and (5) an amount consulting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within 60 days (unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. 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 AUTHORITY under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the AUTHORITY with endorsements of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than one million dollars per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under Section 3 below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than one million dollars per occurrence.

(b) Before commencing work, the Contractor shall furnish the AUTHORITY with an endorsement of insurance evidencing that Builder's Risk (fire and extended coverage) insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the AUTHORITY as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the AUTHORITY shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the AUTHORITY. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the AUTHORITY. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the AUTHORITY. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the AUTHORITY'S existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All endorsements of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts
(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and serves for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a State program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the AUTHORITY or between the subcontractor and State.
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 $105,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than $2,000 but not more than $150,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $150,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than $150,000

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise 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 Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(ii) 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, or modify a covered Federal action, 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.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

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

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

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
1. Preparation of Offers
(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror’s risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the HA.
(c) Offers for services other than those specified will not be considered.

2. Submission of Offers
(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations
(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
(b) Offerors shall acknowledge receipt of any amendments to this solicitation by
   (1) signing and returning the amendment;
   (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
   (3) letter or telegram, or
   (4) facsimile, if facsimile offers are authorized in the solicitation.
   The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

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

5. Responsibility of Prospective Contractor
(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
   (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
   (2) Have a satisfactory performance record;
   (3) Have a satisfactory record of integrity and business ethics;
   (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
   (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers
(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and if 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 Address, 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 or s-eye postmark on both the receipt and the envelope or wrapper.
(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describo bid or proposal preparation instructions here:]

Previous edition is obsolete
General Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

MINIMUM SCOPE OF INSURANCE
Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (any auto), [require if scope of work includes driving on Authority property].
4. Workers’ Compensation insurance as required by state law and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE
Contractor shall maintain limits no less than:
1. General Liability: $1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers’ Compensation (statutory) and Employer’s Liability: $1,000,000 per accident for Bodily Injury or Disease.

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

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

OTHER INSURANCE PROVISIONS
The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor’s insurance or as a separate Owner’s policy.
2. For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS
Insurance is to be placed with insurers with a current A. M. Best’s rating of no less than B+:VI. Bidders must provide written verification of their insurer’s rating.

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

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

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

Not withstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor’s sub-contractors and/or their failure to be properly insured.
FORM OF NON-COLLUSIVE AFFIDAVIT
(To be modified if law requires other form)

AFFIDAVIT
(Prime Bidder)

State of California
County of ________________

________________________________
being first duly sworn, deposes and says:

That he/she is ______________ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; 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 or conference, with any person, to fix the bid price of affiant or of 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 Housing Authority of the County of Stanislaus or any person interested in the proposed contract; and that all Statements in said proposal or bid are true.

Subscribed and sworn to before me this ____ day of __________, 20____.

Signature of:

______________________________
Bidder, If the bidder is an Individual

______________________________
Partner, If the bidder is a partnership:

______________________________
Officer, If the bidder is a corporation.

______________________________
Notary Public

Place Notary Seal and/or Stamp Above  My commission expires ________, 20__.

Other Required Information (Printed Name of Notary, Residence, Etc.)
1. The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the specifications, the General Scope of Work, the Specifications and the Drawings, and addenda, if any thereto, as prepared by, and on file in the offices of the Housing Authority of the County of Stanislaus, Modesto, California, hereby proposes to furnish all labor, materials, equipment and services required to complete the work as follows, all in accordance with the Plans and Specifications, for the amounts indicated.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Bedroom, 1 Bath</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>2 Bedrooms, 1 Bath</td>
<td>$</td>
</tr>
</tbody>
</table>

2. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal.

3. The bidder represents that he (    ) has, (    ) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that he (    ) has, (    ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractor will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

4. Certifications of Non-segregated Facilities. By signing this bid, the submitter certifies that he/she does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The submitter agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and any eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregate on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/she proposed subcontractors.
5. **Addendum Acknowledgment**: Undersigned acknowledges receipt of the following addenda:
   #’s ______________________

6. A list of subcontractors is attached in accordance with the laws of the State of California, Section 41-4108 of the Government Code. The undersigned has taken affirmative action to seek out and consider minority and women’s business enterprise for the portions of work subcontracted. Such actions are fully documented in my records and available upon request. Results are included in the attached list of subcontractors.

7. This proposer, or their listed subcontractors, hold a valid California License for each trade.

**NOTE**: The penalty for making false Statements in offers is prescribed in 18 U.S.C. 100 ________________ ________________

<table>
<thead>
<tr>
<th>Date</th>
<th>Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Official Address:</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP PACKAGE TABLE OF CONTENTS:

Forms to Submit with Proposal:

A- HACS Form of Proposal (Insert under Tab 1)
B- HUD-5369-A & C Representation, Certifications, and Other Statements of Bidders and Certifications and Representations of Offerors (Insert under Tab 2)
C- HACS Profile of Firm Form (Insert under Tab 3)
D- HACS Section 3 Form & Explanation (Insert under Tab 8)
I- HACS Form of Price Submittals (Include with Submittals but do not physically attach)
H- HACS Form of Non-Collusive Affidavit (Insert under Tab 10)