



SOLICITATION TYPE: Request for Proposals

DESCRIPTION: Lawn Care Maintenance Equipment

RFP NUMBER: RFP # 17-R003

ISSUE DATE: April 18, 2017

PRE-PROPOSAL MEETING CONFERENCE CALL: May 1, 2017, 10:00 AM ET
Phone #:800-977-8002
Participant's Code: 9950119#

PROPOSAL DUE DATE/ TIME: May 10, 2017, at 3:00 PM EST

UPLOAD PROPOSAL PER INSTRUCTIONS: Attn: Sherry Tobin
Procurement & Contracts
stobin@lucasmha.org
419-259-9446

[LMHA'S ONLINE VENDOR PROPOSAL UPLOAD FORM LINK](#)

[Submission Help Video](#)

DIRECT INQUIRIES TO: Rosie Recker
Purchasing Manager
rrecker@lucasmha.org
(419) 259-9465

SECTION 3 INQUIRIES: Martice Bishop
Section 3 Compliance Coordinator
(419)259-9462
mbishop@lucasmha.org

Note: All inquiries must be received via email, no later 12:00 P.M. Eastern Time, May 2, 2017. All Proposers are subject to the Conditions, Instructions, Requirements and the Specifications attached hereto. These documents are available at web address: www.lucasmha.org.

All proposers shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of their age, race, color, religion, creed, sex, military status, ancestry, disability, handicap or national origin.

The responsibility for submitting a response to this RFP at the Lucas Metropolitan Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent.

RFP
REQUEST FOR PROPOSALS
#17-R003
Lawn Care Maintenance Equipment



Prepared by: Lucas Metropolitan Housing Authority
435 Nebraska Avenue, Toledo, OH 43604
P.O. Box 477, Toledo, OH 43697-0477

Martin H. LaMar
President and Chief Executive Officer

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INTRODUCTION

Lucas Metropolitan Housing Authority (LMHA) is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation. LMHA is governed by a five (5) person Board of Commissioners, appointed pursuant to the above-cited statute.

LMHA is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.

All proposers shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each proposer must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin.

The mission of LMHA is that "Housing is vital to our past, present and future! We create quality housing opportunities and build communities through collaborative partnerships. While stimulating economic growth, we empower individuals and develop the neighborhoods of tomorrow for the people of today."

A. SCOPE OF PROPOSAL

LMHA is soliciting proposals for lawn maintenance equipment as outlined in the Lawn Care Maintenance Equipment Schedule (Attachment A). The equipment shall come with the standard manufacturer's warranty, and the vendor shall propose an extended warranty for coverage beyond the normal term. The vendor will be asked to provide a training session for the laborers and maintenance technicians who will service the equipment. The training site is to be determined, and may be at a LMHA site.

The vendor will provide a lead time for delivery of the equipment when completing their proposal.

Summary of Proposed "Equal" Product Specifications

Any and all brand names used within the following specifications (and within the entirety of solicitation document) provided by LMHA are only provided so that prospective proposers are aware of the quality and functionality of the product(s) that LMHA desires. LMHA is, pursuant to HUD regulation, required to consider any product that is "equal to" or the "same as" the "brand name" product that LMHA has specified ("equal to" or "same as" means that the "Proposed Brand Name & Product" is, in the opinion of LMHA, substantially equivalent to the specification detailed within the Lawn Care Maintenance Equipment Specifications. Each proposer shall enter in a legible manner within the appropriate column for each listed item the "Proposed Brand Name and Model Number" of the product that he/she is proposing to provide as an "equal" or "same as" product to that specified by LMHA within the "Model Equivalent Vendor" column. Further, as detailed within "Lawn Care Maintenance Equipment Specifications" section of the RFP Document, each proposer shall attach hereto a Technical Data Sheet and /or a Manufacturer's Specification Sheet for each such item identified. Please note that all specifications are subject to normal manufacturing tolerances.

LMHA will NOT conduct a full review of such "or equal" or "same as" specifications prior to the submittal deadline, but will conduct such review (typically for the items proposed by the successful proposer only) after the submittal deadline. For any such proposed specifications that LMHA finds to not be an "equal" or "same as" item, such proposer shall be given a chance to, in a timely manner, substitute such items deemed not "equal" or not a "same as" with items that are, in the opinion of the LMHA, deemed to be an "equal" or "same as" item. Failure or refusal by such proposer to provide such items in a timely manner ("timely," meaning within 5 days of the written request of such by LMHA), shall give LMHA the right to reject such proposer as non-responsive and to proceed with such review with the next lowest proposer.

Green Procurement

LMHA is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:

- Decrease greenhouse gas emissions or are made with renewable energy;
- Decrease the use of toxins detrimental to human health and to the environment;
- Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle, and does not include manufacturing or converting wastes);
- Limit air, land, and/or water pollution;
- Reduce the amount of waste they produce;
- Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- All products shall conform with VOC limits as prescribed by the U.S. EPA and Ohio EPA.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.

LMHA hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

B. PROPOSAL REQUEST FORM

(page 1 of 2)

| <u>Item #</u> | <u>Description</u> | <u>Proposed Brand Name and Model # *</u> | <u>QTY</u> | <u>Price Each</u> | <u>Price Total</u> | <u>Lead Time</u> |
|---------------|--|--|------------|-------------------|--------------------|------------------|
| 1 | Utility Tractor | | 1 | | | |
| 2 | Mower - Mowing Deck 90" | | 1 | | | |
| 3 | Zero Turn Mower 61" | | 1 | | | |
| 4 | Zero Turn Mower 52" Air- Cooled Front Mount | | 1 | | | |
| 5 | Zero Turn Mower 52" Air- Cooled MidMount | | 5 | | | |
| 6 | Zero Turn Mower 48" deck Mid Mount | | 1 | | | |
| 7 | Zero Turn Mower 41" Mid Mount | | 1 | | | |
| 8 | 22" Mulching Push Mower | | 10 | | | |
| 9 | 17" gas String Trimmer & Edger Kit | | 10 | | | |
| 10 | Backpack Blower with hip throttle | | 10 | | | |
| 11 | Flatbed Trailer single axle 76" x 143" | | 4 | | | |
| 12 | Tandem Axle Utility Trailer 6' x 12' | | 6 | | | |

PROPOSAL REQUEST FORM
Lawn Care Maintenance Equipment
RFP #17-R003

ESTIMATED PROPOSAL TOTAL \$ _____

*Please attach the specifications / technical sheets for the Brand Name equipment and Model Numbers that are proposed.

If extended warranties are available for certain types of equipment, please provide a separate sheet with details and pricing.

Company Name: _____

Printed Name & Title: _____

Authorized Signature: _____

Date: _____

Address: _____

Phone No: _____

Fax No: _____

E-mail: _____

C. GENERAL INFORMATION

Reservation of Rights

- LMHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- LMHA reserves the right not to award a contract pursuant to this RFP.
- LMHA 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).
- LMHA 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 Contracting Officer (CO).
- LMHA reserves the right to negotiate the fees proposed by the proposer entity.
- LMHA reserves the right to issue multiple contracts from multiple vendors.
- LMHA 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 alternate or non-requested services.
- LMHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- LMHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of Proposal data after such documents are opened.

Proposal Forms

The proposal must be submitted on the proposal forms furnished by the LMHA, although an attachment to the form is permitted. Please attach a separate sheet with extended warranty information and cost. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum. All offers must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address and email of the proposer.

Payment

The contractor shall invoice for the services performed during that month. The invoice shall be based on the unit prices set forth in the Proposal Form. LMHA shall pay the invoiced amount, adjusted if necessary, within thirty (30) days of receipt of invoice. Invoices **must** be itemized by delivery site.

References

LMHA requires the proposer to supply references with this proposal. Proposer's shall complete the Reference Request Form included in this RFP giving LMHA permission to contact at least three (3) organizations where similar services were provided within the last 24 months. Information should include all information shown within the Reference Request Form, such as phone number, email address and name of contact person.

Proof of Insurance for Contractors and Vendors

Workers' Compensation:

1. LMHA requires that contractors and vendors supply LMHA with a current Workers' Compensation Certificate.
2. LMHA requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General and Commercial Liability:

1. Contractor agrees to name **LMHA** as an **additional insured** on its general liability policy, which shall be primary to LMHA's general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
2. These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
3. Contractors and subcontractors shall name LMHA as an additional insured on their General Liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
4. Contractor and subcontractor shall indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.
5. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
6. LMHA reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
7. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability

1. Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

1. Contractors and vendors agree to indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of their performance of the contracts.

Processing:

1. LMHA's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMHA contracts have the appropriate indemnifications.

Vendor Disclosure:

1. Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor.

State Contractor's License:

1. The contractor shall be licensed as required by State of Ohio law.

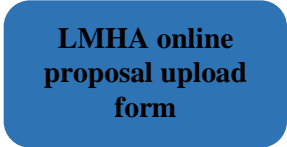
D. INSTRUCTIONS TO PROPOSERS

ISSUE DATE: April 18, 2017

PROPOSAL DUE DATE: May 10, 2017

SUBMISSION DEADLINE: Proposals must be received by 3:00 p.m. Eastern Time on Wednesday, May 10, 2017. It is the proposer’s responsibility to ensure that the proposal is delivered prior to the designated time and date. Proposals which for any reason are not delivered before the deadline will not be considered and will receive a notice that their proposal was not on time.

Delivery of Proposals



An electronic PDF file is to be submitted to the attention of “Sherry Tobin Procurement Manager, Procurement & Contracts”. The file must be labeled with the Respondent’s Name, RFP Title, RFP Number, and Due Date.

LMHA is seeking electronic submissions only. Contractor’s shall click on **LMHA’s Online Vendor Proposal Upload Form link** and upload required documents to complete timely submission for this RFP. Items requested must be received via this method. Failure to submit said documents by the stated deadline will make the Contractor ineligible for award.

The completed submission package must be received by the time and date listed on the cover of this RFP. Proposals received after the deadline will not be considered. Submissions delivered by any other method (to include U.S. Mail, courier or fax) will not be accepted.

All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMHA may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for a period of one hundred and eighty (180) days.

Direct Inquiries To: Rosie Recker
(419)259-9465
rrecker@lucasmha.org

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify LMHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

LMHA may make changes to this RFP by sending changes to all vendors who attended the pre-Proposal conference. These changes can be accessed through www.lucasmha.org.

Availability of Funds

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. LMHA is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

Termination

LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

E. TERMS & CONDITIONS

Type of Contract

The evaluation of Proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor's Proposal, HUD contract requirements, other applicable addenda and all other agreements that may be reached. The successful vendor's Proposal, this RFP, and all HUD applicable regulations including in HUD Form 5370 shall be included by reference in the final contract.

Contract Period – Funding & Invoicing

The term of the contract is to be for a period of one (1) year with the option of three (3) additional one-year extensions solely at the discretion of the LMHA, contingent upon LMHA Board of Commissioners' approval. The vendor can claim payment only for services already provided, in amount determined by the proposal rate. LMHA payment terms are N30. Payment by LMHA is made within 30 days of receipt of invoices and any required documentation. All invoices shall be bound by the requirements of HUD 5370 (Payments) and shall require the following submittals for approval:

At Minimum, Invoices Require:

- Purchase Order Number
- Date of Service / Delivery
- Property/ Delivery Name
- Service / Delivery Address
- Description of Service(s) Provided / Equipment Type
- Invoice Number
- Invoice Date

Additionally, all invoices require electronic submittals for approval. Please adhere to the below submission procedure.

- 1) View "Introduction to Vendor Portal Submission Form" at: <http://screencast.com/t/Jw0rzl68ckp8> .
- 2) Submit invoices via following link and follow the instructions of preceding video:
<http://www.lucasmha.org/Procurement/taproposal/59/Default.aspx>

Invoices not submitted as directed above will result in delay of payment.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

Holidays

LMHA recognizes the following holidays as days off for its employees:

| | |
|--|------------------------|
| New Year's Day | Columbus Day |
| Dr. Martin Luther King, Jr.'s Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| | New Year's Eve |

F. ATTACHMENTS/FORMS

All required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. Those that do not need a signature are for your information and do not need to be returned.

Exhibit (1) – Attachment A Lawn Care Maintenance Equipment Specifications

Exhibit (2) – HUD Form 5369-A Certifications and Representations of Offerors (Non-Construction)

(Fill in completely – This form must be completed by any/all subcontractors)

Exhibit (3) – HUD Form 5369-B, Instructions to Offerors (Non-Construction)

Exhibit (4) – HUD Form 5370-C, General Conditions for Non-Construction Contracts Part I

Exhibit (5) – Table 5.1 of HUD Procurement Handbook – Mandatory Contract Clauses for Small Purchases

Exhibit (6) – Contractor's Certificate Concerning Equal Employment Opportunities

(Fill in completely)

Exhibit (7) – Contractor/Vendor Qualifications Statement

Exhibit (8) – Non-Collusive Affidavit

Exhibit (9) – Reference Release Form - Supplier

*(A total minimum of **three** forms is required. Forms must be completely filled out to include the reference company, contact person, contact person's phone number, and contact person's email address)*

G. PROPOSAL EVALUATION

Responsible Evaluation

LMHA will evaluate the apparent lowest responsive proposer to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to LMHA the required services). If LMHA ascertains that such firm has the required ability, capability, experience, knowledge, insurance and resources to provide the required services, LMHA may proceed with award. If LMHA determines that such firm is deemed to be not

responsible, such firm will be notified of such in writing by LMHA in a timely manner; in such case, LMHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest proposer. Note: lead times for equipment will be considered.

LMHA reserves the right to make an award based solely on the respondent or to negotiate further with one or more contractors. The contractor selected for an award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

Depending on the amount of the award (typically for awards greater than \$50,000), LMHA shall take such contract award to LMHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful proposer.

EVALUATION CRITERIA

The selective process will involve the ranking of proposals by the appointed LMHA evaluation committee.

Evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

General Evaluation Criteria Point Value (Total: 100 Points Maximum)

| Max Value | FACTOR DESCRIPTION |
|--------------------------|---|
| 35 | No. 1: Approach and Grasp of Performance Expectations of services, experience providing training, and lead time of equipment. |
| 50 | No. 2: Itemized Proposal Budget (price) relative to equipment and services needed as outlined on "Attachment A" Lawn Care Maintenance Equipment. |
| 15 | No 3: Demonstrated Experience providing equipment to other similar businesses, including client references. |
| Max Value 100 | Total Points (Other than Section 3 Business Preference of Compliance Points) |

H. MODIFICATION

Only the Contracting Officer has the authority to modify any term or condition in this Agreement. Any contract modification shall be **authorized in writing** and shall be in the form of supplemental agreements signed by LMHA and Contractor.

LMHA reserves the right to modify this contract in order to increase or decrease the amount of pieces needed. All modifications shall be agreed to by both parties.

I. CONTRACTUAL RELATIONSHIP

Contractor will be and remains an independent contractor under this Agreement without any expressed or implied authority or power as agent or otherwise to act for or bind LMHA; and LMHA will have no fiduciary or other relationship with Contractor, except for the contractual relationship expressed by the provisions of this instrument. The contract shall not be transferred or assigned without prior approval from LMHA.

J. CONTRACT AWARD

Lowest Responsive and Responsible Proposer

Award of an RFP is made to the responsive and responsible proposer (s) that submits the lowest cost. LMHA reserves the right to make multiple awards should the circumstances dictate, or if lead times will not meet our required schedule.

Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting a proposal, the proposer is thereby agreeing to “a by all terms and conditions pertaining to this RFP” as issued by LMHA, including an agreement to acknowledge receipt of any ensuing purchase order LMHA delivers to the successful proposer(s).

The proposer further agrees that by submitting a proposal, he will accept LMHA’s billing procedures, as described on page 13.

Contract Service Standards

All work performed or services and goods provided pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Attachment A
Lawn Care Maintenance Equipment Specifications

| Item # | EQUIPMENT DESCRIPTION: | Equivalent Vendor: | Model : | QUANTITY: | SPECIFICATIONS: |
|--------|------------------------|-------------------------|--|-----------|---|
| 1 | Utility Tractor | New Holland Agriculture | Boomer - 41 CAB | 1 | <ul style="list-style-type: none"> ● Gross HP: 40.2 ● PTO HP: 31.6(gear),29.8(HST) ● Transmission: 16x16 gear or 3-range Hydrostatic ● 3-Point Hitch Lift Capacity at ball ends, lbs.: 2,756 ● Operator Platform: Cab or Foldable ROPS |
| 2 | Mowing Deck | BEFCO | Cyclone -C70-090H | 1 | <ul style="list-style-type: none"> ● 90" Cutting Width, Overall Width ● Works well with a Tractor that is 30-70 HP ● Hard Tires 12" X 4" ● LBS: 1,237 Shipping LBS: 1.267 ● Rotor rpm: 1.750 ● Blade Tip speed (ft/min) = 14,106 ● Number of Blades = 6 ● Cutting Height = 1.3" - 5.3" ● # of Belts & Type = 2CX ● Driveline += ASAE cat.4 |
| 3 | Zero Turn Mower | Grasshopper | 729BT- 700 Series Air-Cooled Front Mount | 1 | <ul style="list-style-type: none"> ● 61" Mowing Deck ● Starter & Electrical System - 12 Volt Battery; Starter - Solenoid shift ; Ignition - Breakerless ● Interlock System - Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral. ● B&S Vanguard Big Block: V-Twin, Displacement 54.7 cu. in. (896 cc) ● Lubrication System Pressure Lube/Filter ● Crankshaft - Horizontal <p style="margin-left: 20px;">● Cooling System -Air ; Fuel -Gasoline - unleaded Fuel ; Capacity7.2 U.S. Gal. (27.3 l)</p> <p style="margin-left: 20px;">● Blade Drive - Maintenance-free gearbox with single Kevlar V-belt and idler arm tensioning.</p> <p>ULTIMATE OPERATOR STATION :</p> <ul style="list-style-type: none"> ● Seat -Ultimate Suspension Ride (USR) iso-mounted, high-back, deep-cushioned, foam-padded CoolTemp Cordura-covered, padded arms/backrest with lumbar support and coil-spring suspension. Optional CoolTemp Cordura-covered premier suspension seat. ● Suspension - AntiVibe PowerPlatform™ with iso-mounted seat and footrest ● Console-mounted Instruments - Low engine oil pressure and parking brake warning lights, digital hour meter, work lights, ignition and push/pull PTO switches. Choke integrated with throttle lever. ● Work Lights - Standard - LED ● Hour Meter - Standard <p style="margin-left: 20px;">● Blade: MARBAIN, 1/4 in. Three (3) 21 in. - high-lift blades standard</p> <p>TRANSMISSION & STEERING:</p> <ul style="list-style-type: none"> ● Type - T6® hydrostatic transmission with tandem 16 cc Parker pumps-in-reservoir, in-line |

Attachment A
Lawn Care Maintenance Equipment Specifications

CoolFan™ for cooling efficiency, design-matched Parker high-torque wheel motors. AntiVibe Power Platform® reduces vibration for the operator.

● **Filtration/Hydro Fluid** - Integrated, replaceable, high-efficiency, fine-particle filter / Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000 hour change intervals.

● **Speed** - 0 - 10.0 mph (0 - 16.1 kph) forward 0 - 6.0 mph (0 - 9.7 kph) reverse

● **Turning Radius** - True zero degree, turns within own length with counter-rotating, independently powered drive wheels. Seat is pivot point.

● **Steering One** - or two-hand operation with adjustable, HydraSmooth™, dual levers that automatically return to neutral from either forward or reverse position.

● **Brakes**-Dynamic braking through hydrostatic transmission.

● **Parking Brake** Disc parking brakes, one for each drive wheel.

● **Attachment Drive**- Telescoping PTO shaft with two high-speed U-joints, Quik-D-Tatch® coupler and heavy-duty electric Mag Stop® blade clutch/brake

● **Tire Sizes:** Drive Wheels 22 x 11x 10 bar tread, high flotation Deck Tires : 9x3.50x4 (flat proof), 4-ply rated ; Tail Wheel: Single Fork, 13x6.50 x6 rib tread, pneumatic

● **Dimensions:** Height (Seat Back) 47.0 In., Height (Seat Cushion) 30.5 in. Height (ROPS) 69.0 in.

Length: 67.0 in. ; Width: 50.0 in.; Wheelbase 51.5 inc.

● **Weight:** Uncrated: 930 lbs.

| | | | | | |
|---|-----------------|-------------|--|---|---|
| 4 | Zero Turn Mower | Grasshopper | 729BT -700 Series Air-Cooled Front Mount | 1 | <p>Same As above except below:</p> <ul style="list-style-type: none"> ● 52" Mowing Deck ● Three (3) 18 in. - high-lift blades standard |
| 5 | Zero Turn Mower | Grasshopper | 329B-Big Block, Air Cooled MidMount | 5 | <ul style="list-style-type: none"> ● 52" Mowing Deck ● Engine Type: B&S Vanguard Big Block/54.6 cu. In. (895cc)/Vtwin ● Crankshaft/Cooling System: Horizontal/Air ● Fuel/Capacity: Gasoline-unleaded/ 12 U.S. Gal ● Air Cleaner: Heavy-duty, remote-mounted engine air cleaner with replaceable element ● Cutting Height Range - 1.0 to 5.0 in. (2.5cm to 12.7 cm)- ● Construction: (Robotic-welded steel)Double-layered 10-gauge plus 7-gauge formed-steel laminated spindle plane 0.313 in (7.95 mm) thick- more than 25% thicker than 0.25 in. (6.35 mm) with 7-gauge skirts for geometric strength. Spindle plane is 0.9 in.(22.86 mm) thick in stress zones. ● Blades: (Tempered, alloy steel)- Three (3) 18 in. (45.7 cm) <p>STARTER & ELECTRICAL SYSTEM:</p> <ul style="list-style-type: none"> ● Battery - (maintenance-free)12 Volt ● Starter - Solenoid shift ● IgnitionBreakerless ● Interlock SystemPrevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral. |

ULTIMATE OPERATOR STATION:

- **Seat** - Ultimate Suspension Ride (USR) iso-mounted, high-back, deep-cushioned, foam-padded, CoolTemp Cordura-covered, padded arms/backrest with lumbar support and coil-spring suspension. Optional CoolTemp Cordura-covered premier suspension seat.
- **Suspension** - InFrame™ suspension with iso-mounted seat and footrest
- **Console-mounted Instruments** - Low engine oil pressure and parking brake warning lights, digital hour meter, ignition and push/pull PTO switches. Choke integrated with throttle lever.
- **Work Lights** - Optional - LED
- **Hour Meter** - Standard

TRANSMISSION & STEERING:

- **Type** - Design-matched G2 hydrostatic system with auxillary cooling fans, HydroGear variable displacement 16 cc piston-type pumps and high-torque Parker wheel motors.
- **Filtration/Hydro Fluid** -7 micron absolute, spin-on / Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000-hour change intervals.
- **Speed** - (52-) 0 - 10.0 mph (0 - 16.1 kph) forward (61- and 72-) 0 - 10.5 mph (0 - 16.9 kph) forward 0 - 6.0 mph (0 - 9.7 kph) reverse
- **Turning Radius** - True zero degree, turns within own length with counter-rotating, independently powered drive wheels.
- **Steering** - One- or two-hand operation with adjustable Hydra-Smooth™ dual levers that automatically return to neutral from either forward or reverse position.
- **Brakes** - Dynamic braking through hydrostatic transmission.
- **Parking Brake** - Disc parking brakes, one for each drive wheel.

- **Tire Size**- Mid Mount; Standard (4 ply-rated) ; 23 x 10.50 x 12 turf, 4 ply rated; Front Wheels- 13 x 6.50 x 6; rib tread, , pneumatic with greasable, double-sealed bearings to protect from grass wrap.

DIMENSIONS:

- **Height (Seat Back)** - 47.0 in. (119.4 cm)
- **Height (Seat Cushion)** - 31.5 in. (80.0 cm)
- **Height (ROPS)** - 70.0 in. (177.8 cm)
- **Length (MidMount w/ DuraMax Deck®)** – 52" Deck79.5 in. (201.9 cm)
- **Deck Width (Side Discharge)** – 52" Deck65.5 in. (166.5 cm)
- **Deck Width (Mulch*)** – 52" Deck53.5 in (135.9 cm)

WEIGHT:

- **(Uncrated)** – 52" Deck 1140 lbs. (517.1 kg)
- **Mulching Package** – 52" Deck 29 lbs. (13.2 kg)

| | | | | | |
|---|-----------------|-------------|-------------------------------------|---|---|
| 6 | Zero Turn Mower | Grasshopper | Air-Cooled 124 V Series MidMount | 1 | <ul style="list-style-type: none"> ● DECK SIZE - 48" Deck* <p>ENGINE:</p> <ul style="list-style-type: none"> ● Type/Horsepower/Cylinders - B&S Commercial Turf, V-Twin ● Displacement - 44.2 cu. in. (724 cc) ● Lubrication System - Pressure Lube/Filter ● Crankshaft - Vertical ● Cooling System - Air ● Fuel - Gasoline (unleaded) |
|---|-----------------|-------------|-------------------------------------|---|---|

Attachment A
Lawn Care Maintenance Equipment Specifications

- **Fuel Capacity**- 6.5 U.S. Gal. (24.6 l)
 - **Air Cleaner** - Integrated, cyclonic air cleaner with 5-step debris management system
 - **Muffler** - Ultra quiet, single, industrial type.
- MOWING DECKS:**
- **Mulching Package** - Optional
 - **Cutting Height Range** - 1.0 to 5.0 in. (2.5 to 12.7 cm)
 - **Construction (Robotic-welded steel)** - Double-layered 10-gauge plus 10-gauge formed-steel spindle plane 0.269 in (6.83 mm) thick with 7-gauge skirts.
 - **BLADES (Tempered, alloy steel)** - Two (2) 18 in. (45.7 cm)
 - **Spindle Assemblies** - Sentry™ Spindle System, 2.5 cm (approx. 1 in.) O.D. shaft. Spindle head designed to eliminate fiber wrap. Double bearings, non-greasable.
 - *Spindle Housings* - 8 in. (20.3 cm)-diameter machined aluminum housing with 6-bolt pattern.
 - **Blade Drive** - Belt drive with single Kevlar V-belt and idler arm tensioning
- STARTER & ELECTRICAL SYSTEM:**
- **Battery (maintenance-free)** - 12 Volt
 - **Starter** - Solenoid shift
 - **Ignition** - Breakerless
 - **Interlock System** - Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.
- ULTIMATE OPERATOR STATION:**
- **Seat** - Ultimate Suspension Ride (USR) deep-cushioned, high-back, foam-padded, scuff-resistant CoolTemp Cordura®-covered with padded lumbar support and armrests.
 - **Suspension** - Roomy, iso-mounted footrest with Shock Impact Reduction System™ (SIRS™).
 - **Console-mounted Instruments** - Digital hour meter, parking brake indicator light, ignition switch, choke and push/pull PTO switch.
 - **Work Lights** - Optional - LED
 - **Hour Meter** - Standard

| | | | | | |
|---|-----------------|-------------|-------------------------------------|----|---|
| 7 | Zero Turn Mower | Grasshopper | Air-Cooled 124 V Series MidMount | 1 | <p>TRANSMISSION & STEERING:</p> <ul style="list-style-type: none"> • Type -Design-matched hydrostatic system with in-line cooling fans. Fully hydraulic, integrated Parker HT Series transmission with variable displacement piston-type pumps and high-torque wheel motors for each drive wheel. • Filtration/Hydro Fluid - Internal field-serviceable filter / No break-in oil change required; best-in-class service intervals with CoolTemp Hydro-Max™ fluid. • Speed - 0 - 7.5 mph (0 - 12.1 kph) forward (41) 0 - 5.5 mph (0 - 8.9 kph) reverse (41) 0 - 8.0 mph (0 - 12.9 kph) forward (48) 0 - 6.0 mph (0 - 9.7 kph) reverse(48) • Turning Radius - True zero degree, turns within own length with counter-rotating, independently powered drive wheels. • Steering - One- or two-hand operation with adjustable HydraSmooth™ dual levers that automatically return to neutral from either forward or reverse position. • Brakes - Dynamic braking through hydrostatic transmission. • Parking Brake - Compression <p>TIRE SIZES:</p> <ul style="list-style-type: none"> • MidMount • Drive Wheels - Standard (4-ply rated) • 20x10x10 turf • Front Wheels – 13x6.50x6; pneumatic with greasable, double-sealed bearings to protect from grass wrap. <p>DIMENSIONS:</p> <ul style="list-style-type: none"> • Height (Seat Back) 45.0 in. (114.3 cm) • Height (Seat Cushion) - 28.0 in. (71.1 cm) • Height (ROPS) - 59.0 in. (149.9 cm) • Length (MidMount Deck) 75.0 in. (190.5 cm) • Deck Width (Side Discharge) - Deck 61.5 in. (156.2 cm) • Deck Width (Mulch*) - Deck 49.5 in. (125.7 cm) <p>WEIGHT:</p> <ul style="list-style-type: none"> • (Uncrated) – 810 lbs. (367.5 kg) • Mulching Package - Deck 25 lbs (11.3 kg) <p>MOWING DECKS: Same as above except 41in Mowing deck and the following</p> <ul style="list-style-type: none"> • Blades – Two (2) 21 in. (53.5 cm) <p>TRANSMISSIONS & STEERING:</p> <ul style="list-style-type: none"> • Speed – 0 – 7.5 mph forward and 0 – 5.5 mph reverse <p>TIRE SIZES:</p> <ul style="list-style-type: none"> • 20 x 10 x 8 turf • Front Casters - 13 x 5 x 6 <p>DIMENSIONS:</p> <ul style="list-style-type: none"> • Mulch Width/Length – 42.5 in. (108.0 cm) / 76.0 in (193.0cm) • Left Side Trim – 1.0 in. (2.5 cm) • Height (Seat Back) – 44.5 in. (113.0 cm) • Height (Seat cushion) – 27.5 in. (69.8 cm) • Height (ROPS) 57.5 in. (146.1 cm) <p>WEIGHT:</p> <ul style="list-style-type: none"> • Mower and Deck - 660 lbs. uncrated • Mulching Package – 17 lbs. |
| 8 | 22" Push Mower | Toro | | 10 | MOWER SPECIFICATION: |

Attachment A
Lawn Care Maintenance Equipment Specifications

- 22: Steel Deck
- Variable speed with electric start
- Gas
- Self-propelled
- 7.25 ft. lb. Gross Torque 163cc Briggs & Stratton engine

| | | | | | |
|----|--|---------------|-------------------------|----|--|
| 9 | String Trimmer & Edger Kit | Echo | Model #PAS-225VP | 10 | Specifications: <ul style="list-style-type: none">• 17" gas PAC trimmer & edger kit• 21.2 cc |
| 10 | Backpack Blower with hip throttle | Echo | Model #PB-580T | 10 | Specifications: <ul style="list-style-type: none">• 215 MPH 510CFM• 58.2cc 2-stroke engine* Gas |
| 11 | Flatbed Trailer 76" x 143" | Karavan | Model #KHD-2000-60-8-PR | 4 | TRAILER SPECIFICATION: <ul style="list-style-type: none">• 1478# payload capacity• Single Axle• Pivoting front & side rail system with lockable latches• Storage capacity 40 cu. Ft. |
| 12 | Tandem axle Utility Trailer - 6' x 12' | Ron's Trailer | | 6 | TRAILER SPECIFICATION: <ul style="list-style-type: none">• 4 X 2 tubing main frame & tongue |

Attachment A

Lawn Care Maintenance Equipment Specifications

- 2" ball coupler
- Safety chains
- A-frame jack
- 2-wheel electric brake
- 205/75-D15 tire & wheel
- 4' ramp gate
- LED light package
- Sandblasted & painted with DTM urethane paint

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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 induce 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; 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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

(c) If the bidder 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 contingent fee; or (3) take other remedy pursuant to the 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 subcontracts 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, 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 a woman or women who are U.S. citizens and who also control and operate the business.

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

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

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 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, [] is not 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, [] 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)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION*

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

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

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

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

Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded

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

with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

LUCAS METROPOLITAN HOUSING AUTHORITY

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he/she in his/her capacity as _____, and with full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

My commission Expires

Contractor/Vendor Qualification Statement
(Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ 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 [JURISDICTION]; (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 a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

(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:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certified _____ by _____ Certification Number: (Agency): _____
 (NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

 Signature Date Printed Name Company

Contractor/Vendor Qualification Statement
(Page 2 of 2)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ 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(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? 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 HA? 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 hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal 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 HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

NON-COLLUSIVE

AFFIDAVIT

State of _____)
) SS>
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 or affiant, or of that of any other bidder, or to secure any advantage against the Lucas Metropolitan Housing Authority 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__ .

Notary Public

My Commission expires_____ .

LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form - Supplier

I, being _____ of _____
 give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE/FAX NUMBERS/EMAIL ADDRESS:

PROJECT NAME AND/OR REFERENCE NUMBER:

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

| FACTORS/RATINGS | "PLUS" (6) | "EXCELLENT" (5) | "GOOD" (4) | "FAIR" (3) | "POOR" (2) | "UNSATISFACTORY" (1) | NOT APPLICABLE (N/A) |
|--|---------------|--------------------|---------------|---------------|---------------|-------------------------|-------------------------|
| Completion of milestones/ deliverables on schedule. | | | | | | | |
| Responsiveness to inquiries for technical direction. | | | | | | | |
| Ability to identify and solve problems, and make recommendations | | | | | | | |

MANAGEMENT PERFORMANCE

| FACTORS/RATINGS | "PLUS" (6) | "EXCELLENT" (5) | "GOOD" (4) | "FAIR" (3) | "POOR" (2) | "UNSATISFACTORY" (1) | NOT APPLICABLE (N/A) |
|---|---------------|--------------------|---------------|---------------|---------------|-------------------------|-------------------------|
| Competitive price and sensitive to budget. | | | | | | | |
| Cooperation of sales staff | | | | | | | |
| Sensitive to inquiries for replacement parts | | | | | | | |
| Professionalism of back office staff, billing, & scheduling | | | | | | | |

CUSTOMER SATISFACTION

| FACTORS/RATINGS | "PLUS" (6) | "EXCELLENT" (5) | "GOOD" (4) | "FAIR" (3) | "POOR" (2) | "UNSATISFACTORY" (1) | NOT APPLICABLE (N/A) |
|--|---------------|--------------------|---------------|---------------|---------------|-------------------------|-------------------------|
| How would you rate the Contractor's overall technical performance on this contract/order? | | | | | | | |
| How would you rate the Contractor's overall warranty performance on this contract/order? | | | | | | | |
| How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer? | | | | | | | |

Total Dollar Amount of Contract:

Description of Work Performed By Contractor:

Additional Comments:

Would you use Contractor again?

_____ Y _____ N

Signature and Title of Respondent:
