

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Invitation to Bid

Bid No. 2019-003-000-50-4430016

**Invitation to Bid
Heating and Air Conditioning Preventative Maintenance Services
for the Housing Authority of the City of Allentown, PA**

The Housing Authority of the City of Allentown, PA, by virtue of its contract with the United States of America, acting through the Department of Housing and Urban Development, pursuant to the United States Housing Act of 1937, as amended, is hereby requesting bids to provide **heating and air conditioning preventative maintenance services** at multiple properties all located within the City of Allentown, specified in Bid No. 2019-003-000-50-4430016.

Attention is called to all respondents that all applicable Equal Employment Opportunity requirements for federally assisted contracts must be complied with. This includes strict compliance with Executive Order 11246, as amended (establishing a goal of 6.9% for female employment and 1.3% minority percentage by craft); Nondiscrimination; Executive Order 11625, Minority Business Enterprises; Executive Order 12138, Women Business Enterprise; Section 3 of the Housing and Urban Development Act of 1968; Civil Rights Act of 1964; and Minority Business Participation.

Interested respondents may obtain contract specification documents containing detailed submission requirements by accessing the direct link to the Allentown Housing Authority Marketplace (https://nahro.economicengine.com/requests.html?company_id=20663) and registering at the National Association of Housing and Redevelopment Officials (NAHRO) e-Procurement website. The solicitation number for this bid is 2019-003-000-50-4430016.

A certified check or bank draft payable to The Housing Authority of the City of Allentown, PA., or U.S. Government Bonds, or a satisfactory Bid Bond executed by the bidder and a surety company authorized to do business in the State of Pennsylvania, as identified in the current Department of Treasury Circular No. 570, in an amount of not less than **5%** shall be submitted with each bid.

A pre-bid conference will be held on **Wednesday, April 17, 2019, beginning at 9:00 AM**, prevailing time, at the **Administrative Offices, 1339 W. Allen Street, Allentown PA 18102**. All prospective bidders are encouraged to attend.

Questions may be submitted in writing to Ms. Victoria Hunt via fax (610-439-8884) or by e-mail (accounting@allentownhousing.org) on or before **Thursday, April 25, 2019, at 12:00 noon**. Responses will be provided to all registered plan holders no later than **Wednesday May 1, 2018 at 4:30 PM**.

Interested firms are requested to respond by proposal submission (satisfying the requirements of this Invitation) on or before **11:00 AM, prevailing time, Wednesday, May 8, 2019**, to be submitted to the **Housing Authority of the City of Allentown, PA, Gross Towers, 1339 W. Allen Street, Allentown, PA 18102**. The envelope should be clearly marked "**Heating and Air Conditioning Preventative Maintenance Services**".

The Allentown Housing Authority reserves the right to accept or reject any or all proposals or to waive any informalities in bidding, and to withhold award for a period of sixty (60) days.

Allentown Housing Authority
Donald Senderowitz, Chairman
Daniel R. Farrell, Executive Director

Contact Person: Victoria Hunt, Purchasing Agent
Phone: 610-439-8678 Ext 2072
TDD:

610-439-1586

**INVITATION TO BID
and PROPOSAL**

**THE HOUSING AUTHORITY
of the City of Allentown**

Bid Invitation Form

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Bid No. 2019-003-000-50-4430016

This invitation to bid, with your proposal, must be placed in a sealed envelope marked with the bid number and also addressed as above. The bid is to be submitted prior to opening at the time and date shown below. Bids will be opened and read in public.

Name of Firm

City

State

Bid Opening Date & Time

Wednesday, May 8, 2019, 11:00 AM Prevailing Time

Purchasing Agent

Telephone

Title of Bid

Heating and Air Conditioning Preventative Maintenance Services - # 2019-003-000-50-4430016

Bidders Agree To Comply With All Conditions As Stated.
All Documents To Be Returned With Proposal – Unsigned Bids Will Not Be Accepted.

Advertised in:

<input checked="" type="checkbox"/> Newspaper	Name <u>The Morning Call</u>	Date <u>4/5, 4/9, 4/12/2019</u>
<input checked="" type="checkbox"/> Other	Name <u>https://ha.economicengine.com/</u>	Date <u>04/5/2019</u>
<input checked="" type="checkbox"/> Other	Name <u>http://classifieds.mcall.com/classifieds?category=public_notice</u>	Date <u>04/5-4/12/2019</u>
<input type="checkbox"/> Other	Name _____	Date _____

INDEX

	Section	Page(s)
Invitation to Bid and Bid Form	1	1-2
Instructions to Bidders – HUD 5369	2	1-5
Representations Certifications – HUD 5369-A	3	1-4
Scope of Bid – # 2019-003-000-50-4430016	4	
General Conditions	4	1-7
General Specifications	4	8-10
Technical Specification	4	10
Appendices	4	
Bid Form	5	1-6
Non-Collusive Affidavit Form	6	1
Statement of Bidders Qualifications	7	1-4
Previous Participation	8	1-4
Certified Statement (Debarment)	9	1
Bid Bond	10	1-2
Certificate of Corporate Principal	11	1
Contract Sample	12	1-18
Performance Bond & Rider	13	1-4
Maintenance Wage Rate Decision – HUD 52158	14	1
Section 3 Evaluation Criteria Form	15	1
Affirmative Action Program	16	1-2
Business License	17	1
Request for Acceptance of Sub-contractors	18	1
Instruction for Non-Construction – HUD 5369-B	19	1
General Conditions for Construction – HUD 5370-C	20	1-9
Certificate of Corporate Principal	20	1

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Mr. Daniel R. Farrell
Executive Director
Allentown Housing Authority
Administrative Office
1339 W. Allen Street
Allentown, PA 18102-2191

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[x] (2) performance bonds for 100 percent or more of the contract price payable in annual installments;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

INTENTIONALLY LEFT BLANK

**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

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

(3) No attempt has been made or will be made by the bidder to 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 **Sixty (60)** 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)

SCOPE OF BID

It is the intention of The Housing Authority of the City of Allentown, PA, (AHA), to receive sealed bids to provide **heating and air conditioning preventative maintenance services** at various sites all located within the City of Allentown, PA, for a three (3)-year period from **July 1, 2019, through June 30, 2022**.

Because of ongoing modernization and revitalization projects, the Allentown Housing Authority reserves the right to amend the scope of this bid, remove properties or portions of sites from the service schedule, and prorate the payment schedule accordingly at any time during the term of the Contract.

I. GENERAL CONDITIONS

A. Preparation and Submittal of Bid

Refer to HUD-5369 (10/2002), *Instructions to Bidders for Contracts*, for detailed instructions regarding bid preparation and submission.

1. The Bidder shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, and Local Governments which may in any manner affect the preparation of proposals for the performance of the contract.
2. All pages of this solicitation shall be completed and returned with the Bidder's proposal.

B. Bonding Requirements

Refer to HUD-5369 (10/2002), *Instructions to Bidders for Contracts*, for detailed instructions regarding Bid Guarantees and Assurance of Completion.

1. Bid Guarantee

- a. The bidder shall supply a bid security in the amount of not less than **five percent (5%)** of the total of the **Base Contract years only (07/01/19-06/30/22)** along with all other forms necessary to bid. This bid security shall not include the proposed costs of optional contract extension years.
- b. This bid guarantee is mandatory for consideration of award of contract and may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the Commonwealth of Pennsylvania, as identified in the current Department of Treasury Circular No. 570.
- c. If posting a bid bond, the bid bond may be executed and submitted on the forms provided herein **or** on the forms provided by the recognized surety company.

2. Assurance of Completion

- a. The successful Bidder will be required to submit a **Performance Bond** *annually* equal to not less than **100% of the total annual value**. This bond shall remain in full effect at full value for the duration of the Contract year for which it was issued. The bond for the first Contract year must be presented at Contract signing within fourteen (14) calendar days of award of Contract.
- b. This bond must be *renewed annually* prior to the beginning of each *subsequent* Contract year.

- c. Each bond **must** be posted by a recognized Surety Company authorized to do business in the Commonwealth of Pennsylvania, as identified in the current Department of Treasury Circular No. 570. The bond may be posted on surety company forms, but **must** include the **executed Rider to Performance Bond** form contained herein.
- d. If an optional contract extension year(s) is awarded by the Authority, the awarded Contractor shall submit a separate performance bond equal to the total value of the cost awarded for each extension year.

C. Pricing

1. Minimum Bid Acceptance Period. No bid may be withdrawn for a period of **60 days** after the Bid Opening Date.
2. The Housing Authority of the City of Allentown, PA, is exempt from State and Federal taxes.
3. All discounts are to be included in bid prices. Prompt payment discounts will not be considered.
4. All prices shall be based on delivery to the destination indicated, including packaging charges.
5. Machines, equipment, and vehicles shall be fully assembled, serviced, and ready for use.
6. Construction and any service prices shall include all labor, tools, and materials needed to complete the work.

D. Prevailing Wage Rates.

1. The U. S. Housing Act of 1937, Section 12(a) mandates the payment of HUD-determined prevailing wage rates to all maintenance laborers and mechanics engaged in the operation of Public Housing Authority (PHA) low-income projects. The HUD-approved Maintenance Wage Rate Decision for the **Maintenance Mechanic** work classification is recorded on HUD Form 52158.
2. In accordance with Federal regulations standards for the U. S. Department of Labor, in general, a fringe benefit in this application includes any bona fide benefit provided by the employer that the employer is not obligated to provide by Federal, State, or local law. The most common types of fringe benefits to be included in the HUD-determined prevailing wage rate are as follows:
 - Medical or hospital care
 - Pensions on retirement or death
 - Compensation or insurance to provide for injuries or illness resulting from occupational activity
 - Unemployment benefits
 - Life insurance
 - Disability and sickness insurance or accident insurance
 - Vacation and holiday pay
 - Defrayment of cost of apprenticeship or other similar programs

For more information, please reference 29 CFR part 5.29
http://edocket.access.gpo.gov/cfr_2009/julqtr/pdf/29cfr5.29.pdf

3. The HUD-predetermined prevailing wage rate for the work classification specified herein will remain in effect for the for the first year of the awarded Contract. **This rate may be adjusted annually effective July 1 of each Contract year.** The AHA will provide a minimum of thirty (30) days' notice of any changes to this rate to the awarded contractor. This prevailing wage rate represents the *minimum* hourly wage and fringe benefits that the awarded contractor is required to pay employees in the work classification specified. Contractors may pay employees a higher rate than the prevailing wage rate required by the contract.

E. Specifications/Product Description

1. When brand names, trade names, model numbers, catalog numbers, etc. are listed, they are included for the purpose of furnishing Bidders with information concerning the style, type, or kind of article desired. A Bidder may offer an article which he certifies to be equal in quality, performance, and other kinds of essential characteristics. Any printed or written material or literature which describes the product being offered for sale must be included with the bid.
2. The Housing Authority shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, NO DEVIATION will be permitted. The Bidder will be required to furnish articles in conformity with that specification as stated.
3. Supplies, materials, equipment, and packaging must meet or exceed all OSHA requirements.

F. Guarantee and Warranty

1. The Bidder guarantees that all articles offered for sale comply fully or are fully equal to the item as required and specified.
2. All expenses covering return or replacement of defective or improper merchandise will be assumed by the vendor.
3. In no instance shall the vendor refer the Housing Authority to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise.
4. If the vendor shall fail to fix or replace any defective or improper article within 30 days from date of notice, the Housing Authority may make the necessary corrective arrangements and charge the cost to the money due the vendor or bill the vendor. The vendor agrees to reimburse the Housing Authority in such instance.
5. Samples or any warranties or guarantees which will apply to the goods being offered for sale shall be part of the bid.

G. Protest Policy and Procedure

In accordance with HUD-5369, Instructions to Bidders for Contracts, all protests to this solicitation or to a proposed or actual award of contract pursuant to this solicitation shall be resolved as follows:

1. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contractor receives notice of the contract award, or the protest will not be considered.

2. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

H. Eligibility for Consideration of Bid Submittal.

Eligibility requirements are defined in HUD 5369, *Instructions to Bidders for Contracts* and HUD 5369-A, *Representations, Certifications, and Other Statements of Bidders*. Additionally, the following bidders shall **not** be eligible to participate in Bid No. 1900-003-000-50-4430016:

1. Bidders who have contracted previously with the Allentown Housing Authority and whose contract has been terminated.
2. Bidders who appear on the most current List of Parties Excluded from Federal Procurement and Non-procurement Programs which may be sourced at <https://www.sam.gov/SAM/>.

I. Qualifications

1. The bidder must realize the importance of maintaining the HVAC equipment in a safe and satisfactory condition which demands that the services are performed by preventative maintenance mechanics and technicians who have satisfactorily been trained to perform services on computerized, high-efficiency equipment and who can demonstrate that they have available under their direct employment and supervision, the necessary organization and facilities located within a reasonable distance from the sites to properly fulfill all of the services and conditions required under these specifications.
2. The awarded Contractor certifies that they are licensed in the Commonwealth of Pennsylvania to perform the services specified herein and that the license will be maintained current and valid throughout the term of this Contract.
3. The services performed will be in acceptance with the recognized standard of the trade and will meet with the minimum safety and inspection requirements of the Bureau of Inspection, Department of Labor and Industry, Commonwealth of Pennsylvania.
4. All mechanics employed by the Contractor for work included in this specification will be supervised by said Contractor and will be paid wages consistent with or above the prevailing rate for this class of labor in the territory where this equipment is located. These mechanics will be qualified to keep the equipment properly adjusted and repaired and will use all reasonable care to maintain the equipment in proper and safe operation condition.
5. **References.** Each bidder must submit a list of not less than four (4) professional references for services that are currently contracted *and* contracts completed within the past three (3) years. The company name, name of contact person, and telephone number must be included in the information provided. Refer to **Statement of Bidder's Qualifications**, Items 6 and 12.

J. Responsibilities and Liabilities

1. The Authority reserves the right to inspect or have an authorized representative conduct inspections and tests to ascertain that the requirements of the Contract are fulfilled and preventative maintenance is performed according to specifications.
2. The Contractor will hold the Allentown Housing Authority harmless from liability of any nature or kind including cost and expense for or on account of any patented or non-patented invention, article, or appliance manufactured or used in the performance of services required by this specification. The Contractor shall not be held responsible or liable for any loss, damage, detention, or delay caused by negligence, misuse, vandalism, Act of God, or any cause beyond reasonable control.

K. Section 3

1. This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that training, 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.
2. **Section 3 Resident** A Section 3 resident is:
 - a. A public housing resident; or
 - b. A low, or very low, income person residing in the metropolitan area where the Section 3 covered assistance is expended.
3. **Section 3 Business Concerns** are businesses that can provide evidence that they meet one of the following criteria:
 - a. Fifty One (51) percent or more owned by Section 3 residents; or
 - b. At least Thirty (30) percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first hire; or
 - c. Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two (2) qualifications above.

L. Term of Contract

1. It is the Housing Authority's intention that the base term of this contract shall be for a period of three (3) years, **beginning July 1, 2019, and ending June 30, 2022.**
2. Each optional extension year shall be exercised at the sole discretion of the Housing Authority. There will be no renegotiation of the proposed prices offered on the **Form of Bid** for either of the two (2) extension years. The AHA shall notify the awarded Contractor, in writing, by **April 1** if the contract will be extended for an optional year beginning the following July 1.

M. Award of Contract

1. The decision to award the Contract shall be awarded to the lowest responsible Bidder.
2. The proposed costs for the optional extension periods will not be considered for the award of the contract. However, if a bidder offers a bid for the base contract period, the bidder must offer proposed costs for each of the two (2) optional extension years associated with that bid in order to be considered for award of contract.
3. In submitting a bid, it is agreed that all parts of Bid No. 1900-003-000-50-4430016 become part of the Contract.
4. The successful vendor after receiving the contract documents has fourteen (14) calendar days in which to sign them and return them with the necessary performance bond and all other required documents as specified.
5. Should the selected vendor fail to deliver a suitable item within the time limits specified, the Housing Authority may choose to re-advertise for bids-or, if time is critical, after negotiation select one of the Bidders ranked second or third in the original bid opening and tabulation. Upon re-advertising or selection of an alternate vendor, the Purchasing Agent will retain said bid bond or certified check of the original successful Bidder due to his inability to comply with all agreements to which he is bound.

N. Public Liability Insurance

1. Before commencing work, the Contractor and each Subcontractor shall furnish the Housing Authority with an **original** Certificate of Insurance showing that the following insurance is in force and will insure all operations under the Contract:
 - a. **Worker's Compensation**, in accordance with State or Territorial Worker's Compensation laws. The Contractor will file with the Allentown Housing Authority proof of compliance with the Worker's Compensation Laws of the Commonwealth of Pennsylvania and protect the Housing Authority against suits, liens, or damages due to injury or loss of life of the Contractor's employees while working on the premises.
 - b. **Commercial General Liability** with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each Subcontractor against claims for bodily injury or death and damage to the property of others. This Certificate shall name the Authority as **Additional Insured**. This insurance shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under Item c below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - c. **Automobile Liability** on owned motor vehicles used on the site(s) or in connection therewith.
2. This coverage shall remain in full force for the duration of the Contract and any awarded Contract extensions. As coverage is renewed or revised, an updated **original** Certificate shall be forwarded to the Purchasing Office prior to the expiration of the existing Certificate. In order for the awarded Contractor or Sub-Contractor to perform services on Housing Authority property, this document must remain current at all times.
- O. **Business License**. Within fourteen (14) calendar days of notification of award of Contract, the awarded Contractor will be required to submit a business license for the City of Allentown for the current calendar year. This license is renewable at the beginning of each calendar year; a copy of the Contractor's business license must be submitted to the Purchasing Office at the beginning of each calendar year of the Contract term and **must remain current** at all times.
- P. **Sales Tax License – Commonwealth of Pennsylvania**. All bidders are required to submit a current copy of their Certificate of Registration Sales Tax License issued by the Commonwealth of Pennsylvania Department of Revenue with their bid proposal. This license must remain current at all times for the duration of the Contract. Upon renewal, the awarded Contractor must submit a copy to the Purchasing Office.
- Q. **Invoices and Payment Terms**.
 1. Invoices shall be submitted at the **end of the month** in which services are performed and shall include the following information:
 - a. Contract number
 - b. Month of services rendered
 - c. Monthly cost of service itemized by cost center/location

**INVITATION TO BID
and PROPOSAL**

Scope of Bid, General Conditions, and
Technical Specifications

**THE HOUSING AUTHORITY
of the City of Allentown**

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Section 4 Page 7

HVAC Preventative Maintenance

Bid No. 2019-003-000-50-4430016

2. The monthly fee shall be the total Base Contract amount divided by 36. For accounting purposes only, the monthly cost shall be itemized by site (Refer to Form of Bid). If applicable, for each subsequent extension year awarded, the monthly fee shall be the proposed annual cost divided by 12.
 3. Payment is conditional upon satisfactory performance, receipt of service reports and test results performed during the service period, and acceptance of services by AHA.
 4. Invoices shall be e-mailed to accouting@allentownhousing.org or mailed to the following address:

The Housing Authority of the City of Allentown, PA
Administrative Office
1339 West Allen Street
Allentown, PA 18102-2191
 5. Payment shall be made with 30 calendar days of the receipt of invoice contingent upon satisfactory completion and the acceptance by AHA of the services rendered.
 6. The determination of unsatisfactory performance shall be documented and forwarded to the Contractor no later than the following day during which the service was rendered. Repeated notifications of unsatisfactory performance shall result in delayed payments and, ultimately, cancellation of the Contract.
- R. **Cancellation of Contract.** The Housing Authority reserves the right or option to cancel the unexpired term of this agreement, with cause, by providing at least thirty (30) days' prior *written* notice to the Contractor. However, in the event of repeated delay, non-performance, or non-compliance by the Contractor, the Authority may terminate the Contract upon two (2) days *written* notice without penalty to the Authority.
- S. **Pre-bid Conference.**
1. Each Bidder must completely satisfy himself as to the exact nature and existing conditions of the bid and locations as well as the requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful Contractor of their obligation to carry out the provisions of the Contract.
 2. Furthermore, submission of a bid shall be deemed conclusive evidence that the Bidder has satisfied himself as to the scope, general conditions, and specifications of this bid and, therefore, shall constitute a waiver by each of all claims of error in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed contract.
 3. A pre-bid conference will be held on **Thursday, April 18, 2019**, beginning at **9:00 AM** at the Gross Towers Administrative Office, 1339 W. Allen Street, Allentown, PA. Please note that this is the **only** conference to be held. Attendance is **not mandatory** for submitting a bid, but bidders are encouraged to attend. An informational session will be followed immediately by site visitations to view equipment included in this bid.
 4. Parking is available in the visitors' lot at the front of the building or on the street; all other lots are reserved parking. Attendees shall provide their own transportation to other sites.
 5. In order to facilitate meeting preparation, bidders interested in attending this conference are asked to confirm their attendance by contacting the Purchasing Office at 610-439-1575 no later than **Tuesday, April 16, 2019**.
 6. It is recommended that all attendees bring a copy of the bid package to this meeting.

II. GENERAL SPECIFICATIONS

A. Service Periods

1. **FALL SERVICE** shall be completed between **October 1st and November 15th**. Equipment serviced in this time frame will be any boilers/furnaces for heat, domestic water, and heat/ventilation units.
2. **SPRING SERVICE** shall be completed between **May 1st and June 15th**. Equipment serviced in this time frame will be air conditioners, including units marked as a "Combo", which are units for cooling and heating, and heat/ventilation units.
3. Selected equipment shall be serviced in both the Fall and Spring Periods as identified in Appendix I, Mechanical Systems Roster and Site Locations.

B. Additional Services. Service(s) beyond the scope of the Contract will be completed upon issuance of a purchase order. At the sole discretion of AHA, this additional work may be awarded to the successful Contractor *or* may be issued to another contractor.

1. **Emergency Services.** The successful Contractor must be able to provide the Housing Authority with 24-hour emergency service in the event of any equipment failure. This service shall be considered an additional service beyond the basic service contract.
2. **Mechanic's Hourly Rates for Additional Services.**
 - a. Bidders shall indicate on the **Form of Bid** a mechanic's hourly labor rate for which the Housing Authority will be charged for services not covered by this Contract and performed on a time-and-material basis for the Base Contract period as well as each of the two (2) Optional Extension Year periods: 1) Straight time 2) Overtime 3) Holiday.
 - b. Bidders shall also explain the following charges, if applicable, on the Form of Bid: 1) Parts Markup 2) Travel or service visit 3) Vehicle charge.

C. Scheduling.

1. The scheduling of Fall and Spring services shall be coordinated with the Director of Maintenance Operations and the Property Manager of the respective cost center(s). A *written* schedule shall be submitted to the Director of Maintenance Operations Office for preliminary review **no later than three (3) weeks prior to the beginning of each service period**. Then, this schedule will be forwarded to the Property Manager(s) for final review and approval.
2. This schedule shall include the following information:
 - **Date of service**
 - **Building name and/or site address (es)** to be serviced on each day. In the case of AMP 600 Scattered Sites and AMPs 411, 412, and 413 (Cumberland Gardens) and AMP 500 (Little Lehigh) dwelling units, these locations shall appear on the schedule by the address of each dwelling unit.
 - **Number of Contractor personnel** that will be dispatched on each service day to facilitate the scheduling of adjoining AHA personnel.

3. The Property Manager(s) shall assign AHA staff to accompany Contractor personnel to all locations.
 - a. AHA staff shall provide access to equipment and supervise services but *shall not assist* the Contractor's technician in performing services.
 - b. Regarding the Overlook Park Community Building, AHA will provide access to the property. However, the awarded contractor is responsible to provide a ladder (6 ft. minimum) and be prepared to remove ceiling tiles in order to access the second floor hatch leading to the units located on the roof of the building.
4. Contact information will be provided to the successful bidder at the time of contract signing.

D. Equipment Roster Changes and Invoice Adjustments.

The Director of Maintenance Operations or the Purchasing Office shall notify the Contractor of any changes in the equipment roster prior to the start of each service period.

1. **Cost Center.** The Housing Authority reserves the option to **delete a cost center** from a service period(s). In this instance, the Contract payment for that period(s) shall be adjusted according to the rate schedule offered on the **Form of Bid, Item 1, Response C and, if applicable, Response D.**
2. **Individual Units.**
 - a. No Contract cost adjustments shall be required for deletion of *individual* pieces of equipment from the service schedule for any given service period a) if the equipment was replaced during the Contract period and is under warranty with another Contractor or b) if the equipment is temporarily out of service during the service period.
 - b. Equipment that is replaced and is under warranty with another contractor shall not be serviced during the warranty period. Equipment that is exempt from service for any given service period will be identified before services begin. After the end of the warranty period, the new equipment shall be included in all subsequent service periods with no cost adjustments.

E. Service Reports.

1. The awarded Contractor shall submit a sample copy of the field service report form to the Director of Maintenance Operations Office for approval at the time of Contract signing. This form shall include, but is not limited to, the following data:
 - a. Building location
 - b. Equipment location (Specified by applicable room name or number or dwelling unit address)
 - c. Equipment manufacturer, model, and serial number. Please note that the technician shall **field-verify** the information that is listed on the Contract equipment roster.
 - d. Checklist of specified services relative to the appropriate service period (i.e. Fall or Spring)
 - e. If applicable, additional comments and/or recommendations for remedial service.

- f. AHA Work Order Number (to be provided by adjoining AHA personnel at the time of service)
 - g. Signature and date of service technician.
 - h. Signature and date of adjoining AHA personnel.
2. **Format and Submission.** The awarded Contractor may choose to present paper or electronic Individual field service reports. However, all service reports must be completed **at the job site for each piece of equipment.**
- a. Service reports must be submitted to adjoining AHA personnel prior to leaving the job site. A copy of the completed field service report shall be forwarded to the respective 1) Property Manager and to the 2) Director of Maintenance Operations Office on a **daily** basis.
 - b. **Electronic** service reports must be completed at the job site and e-mailed from the job site or by the end of the same business day in which the service was completed to lday@allentownhousing.org and accounting@allentownhousing.org.

III. TECHNICAL SPECIFICATIONS FOR HVAC SERVICES

The following task lists reflect the **minimum** requirements for the Scope of Work for the equipment listed in Appendix I entitled *Mechanical Systems and Site Locations*. These lists are categorized as follows:

- A. **General Maintenance Requirements.** These task lists are categorized by type of equipment: 1) Heating/Boiler and 2) Air Conditioning as shown in *Appendix II: General Maintenance Specifications*.
- B. **Manufacturers' Minimum Maintenance Requirements.** The General Maintenance Specifications task lists mentioned above shall be *augmented* by the manufacturers' minimum requirements for **selected** pieces of equipment highlighted in yellow in the equipment rosters in Appendix I. Additionally, to provide comprehensive maintenance services, the Manufacturers' Minimum Requirements shown in *Appendix III: Manufacturers Minimum Maintenance Requirements* will include service items that have been performed previously but may not be specified by the manufacturer.
- C. **Building Automation System (BAS).** Bidders shall note that selected equipment is monitored electronically by a BAS at Towers East (AMP 200), Gross Towers (AMP 300), the 700 Building (AMP 700), and Walnut Manor (AMP 800). This equipment is identified in Appendix I on the Mechanical Systems and Site Locations roster. As equipment is added to the monitoring system, AHA shall notify the awarded contractor of these changes prior to the start of the respective service period.

**APPENDIX I:
MECHANICAL SYSTEMS ROSTER
AND SITE LOCATIONS:
BASE CONTRACT
&
*OPTIONAL EXTENSION YEAR(S)***

**APPENDIX II:
GENERAL MAINTENANCE
SPECIFICATIONS**

GENERAL MAINTENANCE SPECIFICATIONS

HEATING/BOILER Maintenance Services shall consist of the following services where applicable.

1. Inspect boiler and burner externally.
2. Inspect exterior ductwork for integrity.
3. Open fireside; thoroughly brush and vacuum. Close fireside using new gasketing where necessary.
4. Open waterside; thoroughly flush with water. Close waterside with all new gaskets.
5. Inspect heating surfaces.
6. Inspect refractory and boiler tubes.
7. Clean water column sight glass.
8. Open, clean, and inspect low water cutoff controls.
9. Clean all combustion sights.
10. Check all blowdown valves.
11. Test safety valves.
12. Furnish and replace fuel filters annually.
13. Furnish and replace fuel nozzles as needed.
14. Furnish and replace air filters and belts as needed.
15. Clean air register blower wheel and air dampers.
16. Clean flame safeguard scanner.
17. Clean and adjust ignition or pilot assembly.
18. Inspect oil gun assembly; clean and adjust burner for maximum efficiency.
19. Inspect, lubricate, and tighten all burner linkage.
20. Inspect and lubricate all burner motors.
21. Inspect gas valves for leakage where test cocks are provided.
22. Check programmer operation.
23. Check modulating motor operation.
24. Check operation of all limit and safety controls.
25. Lubricate all heat circulator motors and inspect couplings.
26. Check and record amp draws on pump motors.
27. Test feedwater controls.
28. Lubricate all valve stems & check packing glands.
29. Inspect fuel station & transfer pumps.
30. Test combustion for CO₂, O₂, smoke, draft, and stack temperature. Record this information on service report.
31. Drain and cushion boiler expansion tank where applicable.
32. Remove, inspect, clean, and vacuum boiler breeching up to the point of exiting the boiler room into the vertical stack/chimney. While breech piping is removed from the base of the chimney stack, the base of the chimney shall be inspected and cleaned of all debris. Special note shall be made on service reports of any significant signs of deterioration (e.g. crumbling mortar, fallen bricks).
33. Vacuum and wipe top surface of boiler.
34. Provide individual field service reports for each mechanical unit listed in the contract specifications. Reports must be complete, legible, and include all information as requested in the Contract Specifications *plus* any recommendations or appraisals the contractor deems appropriate for each particular mechanical system.

AIR CONDITIONING Maintenance Services to be provided:

1. Inspect A/C unit and compressor externally.
2. Inspect exterior ductwork for integrity.
3. Inspect all cooling surfaces.
4. Inspect and clean all coils; remove through-the-wall heat/AC combo units from casing to clean coils.
5. Inspect all electrical connections and controls.
6. Check unit for leaks.
7. Furnish and replace air filters or wash permanent filters where present.
8. Check refrigerant charge on all units equipped for measuring refrigerant levels. Systems requiring up to and including ten (10) pounds of refrigerant shall be recharged in order to correct minor fluctuations in refrigerant levels and ultimately return the system to proper operating levels.

Units requiring *more* than ten (10) pounds of refrigerant shall be reported to the respective Property Manager on the *day of service*. Repair and/or recharging of such units shall be considered an additional service outside the scope of the Contract.

9. Check expansion valve operation.
10. Clean and inspect blower assembly.
11. Furnish and replace drive belts as needed.
12. Check thermostat control.
13. Check damper assembly.
14. Check operation of all limits and safety controls.
15. Check running smoothness and vibration levels. Correct if necessary.
16. Check/record operating pressures.
17. Check/record voltage and amperage of motors.
18. Check/record evaporator superheat temperature.
19. Lubricate air blower and motor bearings.
20. Provide individual field service reports for each unit listed in contract specifications. Reports must be complete, legible, and include all information as requested in the Contract Specifications *plus* any recommendations or appraisals the contractor deems appropriate for each particular system.

**APPENDIX III:
MANUFACTURERS' MINIMUM
MAINTENANCE REQUIREMENTS**

**INVITATION TO BID
and PROPOSAL**

**THE HOUSING AUTHORITY
of the City of Allentown**

Section 5

Page 1

Bid Form

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

TO: The Housing Authority of the City of Allentown, PA

The Undersigned, having examined the Specifications, Standard Requirements, and all other documents and being familiar with the various conditions under which these services and supplies are to be used, agrees to furnish all labor, material, tools, equipment, and services to meet or comply with the requirements called for in the bid, for the prices stated on Pages _____ .

The Undersigned, hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent, or made in the interest of, or in behalf of, any person, firm, or corporation not herein named, and that the Undersigned has not—directly or indirectly—induced or solicited any Bidder to submit a sham bid or any other person, firm, or corporation from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

Company Name: _____

Address: _____

Print/Type Name: _____

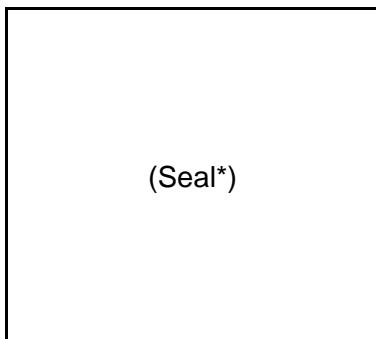
Signature: _____

Title: _____ (_____) _____
Telephone

Delivery Date (After Receipt of Order in Calendar Days): _____

Trading and Doing Business As (Check One)

- () Individual
- () Partnership
- () Corporation*



Bid Form

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

FORM OF BID

To: The Housing Authority of the City of Allentown, PA
The John T. Gross Towers
1339 Allen Street
Allentown, PA 18102-2191

Gentlemen:

1. The undersigned on Page 1, having familiarized himself/themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the General Conditions, and Special Conditions, the Technical Specifications, and Drawings and Addenda (if any thereto), on file in the office of The Housing Authority of the City of Allentown, PA, hereby proposes to furnish all labor, materials, equipment and services required to perform and complete the work and further agrees to accept in full compensation therefore the sum of:

A. **Heating and Air Conditioning Preventative Maintenance Services** as per the specifications and equipment roster as detailed in Bid Specification No. 2019-003-000-50-4430016 for the **three (3)-year** Base Contract period of **July 1, 2019, through June 30, 2022.**

_____ Dollars (\$ _____)

B. **Additional Services: Mechanic’s Hourly Rate** (Response to General Specifications, Section II, Item B-2.) Bidders may attach a Rate Schedule to supplement the information below.

	Base Contract July 1, 2019-June 30, 2022	Optional Year 1 July 1, 2022-June 30, 2023	Optional Year 2 July 1, 2023-June 30, 2024
Regular Hourly Rate:			
Overtime Hourly Rate:			
Holiday Hourly Rate:			
Parts Markup:			
(Explain): _____			
Travel or Visit Charge			
(Explain): _____			
Vehicle Charge			
(Explain): _____			

**INVITATION TO BID
and PROPOSAL**

**THE HOUSING AUTHORITY
of the City of Allentown**

Bid Form

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

- C. **Base Contract Period.** Response to General Conditions, Section I, Item L
(Sites 1-17 in Appendix I: Mechanical Systems Roster and Site Locations: Base Contract)

Cost breakdown by site. The aggregate sum of the costs for each of the six (6) service periods itemized below shall equal the three (3)-year Base Contract total. **The Contract award will be based on this total.** The following itemization per site is for Accounting Department purposes only but must be completed for consideration of award of contract.

BASE CONTRACT PERIOD July 1, 2019 – June 30, 2022									
	Cost Center	Location	Cost Per Service Period						BID TOTAL
			Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022	
1.	100	Central Park							
2.	100	616-636 N. Godfrey St.							
3.	100	102-124 E. Wyoming St.							
4.	200	Towers East							
5.	300	Gross Towers							
		Public Hallways - McQuay	Sep & Dec	Mar & Jun	Sep & Dec	Mar & Jun	Sep & Dec	Mar & Jun	
		Four (4) times per year							
6.	400	Cumberland Gardens							
7.	411	Cumberland – Phase I							
8.	412	Cumberland – Phase II							
9.	413	Cumberland – Phase III							
10.	500	Little Lehigh							
11.	600	Scattered Sites							
12.	700	700 Building							
13.	700	401-409 Market St.							
14.	800	Walnut Manor							
15.	915	Overlook Park							
16.	NSA	Majestic Building							
17.	NSA	A/B Building							
Total Per Service Period									
Total Bid Cost = Total Cost for Sites 1-17 in Appendix I. This amount will be equal to Form of Bid, Response "A".									

Bid Form

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

D. Optional Extension Years. Response to General Conditions, Section I, Item L (Sites 1-17 in *Appendix II: Mechanical Systems Roster and Site Locations: Optional Extension Year(s)*)

Cost breakdown by site. Each optional extension year shall be exercised at the sole discretion of the Allentown Housing Authority. There will be no renegotiation of the proposed prices offered below for any of the two (2) extension years. The following itemization by site is for Accounting Department purposes only but must be completed for consideration of award of contract.

OPTIONAL EXTENSION YEARS								
	Cost Center	Location	Cost Per Service Period					
			Optional Extension Year 1 July 1, 2022 – June 30, 2023			Optional Extension Year 2 July 1, 2023 – June 30, 2024		
			Fall 2022	Spring 2023	TOTAL	Fall 2023	Spring 2024	TOTAL
1.	100	Central Park						
2.	100	616-636 N. Godfrey St.						
3.	100	102-124 E. Wyoming St.						
4.	200	Towers East						
5.	300	Gross Towers						
		Public Hallways – McQuay	Sep & Dec	Mar & Jun		Sep & Dec	Mar & Jun	
		Four (4) times per year						
6.	400	Cumberland Gardens						
7.	411	Cumberland – Phase I						
8.	412	Cumberland – Phase II						
9.	413	Cumberland – Phase III						
10.	500	Little Lehigh						
11.	600	Scattered Sites						
12.	700	700 Building						
13.	700	401-409 Market St.						
14.	800	Walnut Manor						
15.	915	Overlook Park						
16.	NSA	Majestic Building						
17.	NSA	A/B Building						
Total Per Service Period								

Bid Form

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

2. In submitting this bid, it is understood that the right is reserved by The Housing Authority of the City of Allentown, PA to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and further the required bond within fourteen (14) calendar days after the contract is presented to him for signature.

3. Security in the sum of:

_____ Dollars (\$ _____)
Total Written Amount Total Numeric Amount

in the form of _____ is submitted herein in accordance with the Specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.

5. Also attached is a Statement of Bidders' Qualifications.

6. The bidder represents that he (has), (has not) participated in a previous contract or sub-contract to either the equal opportunity clause herein or the clause originally contained in Section 301 of the Executive Order No. 10925; that he (has), (has not) filed all required compliance reports signed by the proposed subcontractors, will be obtained prior to subcontract awards. The bidder further represents that he will, if required, submit and require proposed subcontractors to submit a compliance report prior to the award of the contract or subcontract.

7. Certification of Non-segregated Facilities - by signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of the certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term, "Segregated Facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants or other eating locations, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$20,000.00 which are not exempt from the provisions of the "Equal Opportunity Clause" that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Name of Firm

Bid No. 2019-003-000-50-4430016

8. I hereby acknowledge receipt of Addendum No. _____ dated _____ as part of this bid (if applicable).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

COMPANY: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME : _____

TITLE: _____

DATE: _____

ADDRESS: _____

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Non-Collusive Affidavit Form

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____) ss.

County of _____)

_____, being first

(Print or Type Full Name)

duly sworn, deposes and says:

that he is

(Print or Type Title: Sole Proprietor, Partner, or Officer of the firm, etc)

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

Signature of _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Described and sworn to before me

this _____ day of _____, 20 _____.

(Notary Seal)

(Print or Type Name)

(Signature)

My commission expires _____, 20 _____.

INTENTIONALLY LEFT BLANK

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. *This statement must be notarized.* If necessary, add separate sheets for items marked with an asterisk (*).

- 1. Name of Bidder: _____
- 2. Permanent main office address: _____

- 3. Year Organized: _____ 4. State where incorporated: _____
- 5. How many years have you been engaged in this industry under your present firm name? _____
- 6. *Existing or Active Contracts: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)

Contract Name	Contact Name & Telephone	Gross Amount	Anticipated Date of Completion

7. *General character of work performed by your company. Explain. _____

8. Have you ever failed to complete any work awarded to you? Yes No
If yes, explain where and why. _____

Bidder's Qualifications

9. *Have you ever defaulted on a contract? Yes No

If yes, explain. _____

10. *If applicable to this bid, list the more important structures recently erected by your company, approximate cost for each, and the month and year completed.

Structure	Cost	MM/YY Completed

11. *List your major equipment and resources available for this contract (e.g. vehicles, industrial equipment, personnel).

12. *If applicable to this bid, experience in work similar in scope and importance to this project. (List name of reference and contact information.)

13. *Background and experience of the principal members of your personnel, including the officers. Furnish résumé(s) if available.

14. *Financial statement no more than sixty (60) days old and containing not less than that required in the following form. For corporate bidders, the corporation's most recent annual report of not more than two (2) years old may be substituted in lieu of the following Balance Sheet in order to satisfy this requirement.

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

(Name of Firm)

BALANCE SHEET

AS OF _____

ASSETS

CURRENT ASSETS

Cash	\$ _____	
Joint Venture Accounts	\$ _____	
Accounts Receivable	\$ _____	
Notes Receivable	\$ _____	
Accrued Interest on Notes	\$ _____	
Deposits	\$ _____	
Materials & Prepaid Expense		\$ _____
Total Current Assets		\$ _____

FIXED ASSETS – NET \$ _____

OTHER ASSETS \$ _____

TOTAL ASSETS \$ _____

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable	\$ _____	
Notes Payable	\$ _____	
Accrued Interest on Notes	\$ _____	
Provision for Income Taxes	\$ _____	
Advances Received from Owners	\$ _____	
Accrued Salaries	\$ _____	
Accrued Payroll Taxes	\$ _____	
Other		\$ _____
Total Current Liabilities		\$ _____

OTHER LIABILITIES \$ _____

CAPITAL

Capital Stock	\$ _____
Authorized & Outstanding Shares Par Value	\$ _____
Earned Surplus	\$ _____

TOTAL LIABILITIES AND CAPITAL \$ _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Authority? Yes No

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Bidder's Qualifications

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Authority in verification of the recitals comprising this State of Bidder's Qualifications.

Dated at _____ AM/PM this _____ day of _____, 20 _____

Name of Company: _____

Authorized Signature: _____

Name of Signatory Party : _____

(Print or Type)

Title of Signatory Party: _____

STATE OF _____)

COUNTY OF _____)

_____ being duly sworn deposes and says that
(Name of Authorized Representative)

he is the _____ of _____
(Title) (Name of Company)

_____ and that the answers to the foregoing questions and all
statements therein contained are true and correct.

Sworn to before me this _____ day of _____, 20 _____

(Notary Public)

My Commission expires: _____

(Bidder may submit additional information if desired)

In order to be considered for award of contract, bidders must complete all sections of this Statement of Qualifications with the bid submittal, *including* the Financial Statement. However, bidders may *elect* to enclose the Financial Statement in a *sealed envelope* marked *Financial Statement* with their bid. The Housing Authority shall open this sealed envelope only if the bid submitted is the lowest responsible bid. Otherwise, the Housing Authority shall return the sealed envelope to the respective bidder.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

**Previous Participation
HUD2530**

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects <i>(See instructions)</i> Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) Existing Rehabilitation Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

1339 Allen Street
Allentown, Pennsylvania 18102-2191

**Previous Participation
HUD2530**

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation		6. Last MOR rating and Physical Insp. Score and date
				Yes	No If yes, explain	
				<input type="checkbox"/>	<input type="checkbox"/>	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system	<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control		
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

1339 Allen Street
Allentown, Pennsylvania 18102-2191

**Previous Participation
HUD2530**

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

**Previous Participation
HUD2530**

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

INTENTIONALLY LEFT BLANK

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as **PRINCIPAL**

and _____ as **SURETY**

(Name of Surety and NAIC #)

are held and firmly bound unto The Housing Authority of the City of Allentown, Pennsylvania, hereinafter called the "Authority," in the penal sum of

_____ Dollars (\$ _____).

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid dated _____ for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former; then the obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____ the name and corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

NOTE: Date of Bond must not be prior to date of bid. If Contractor is Partnership, all partners should execute bond.

In the event the penal sum exceeds the Surety's underwriting limitations as set forth in Department of the Treasury Circular 570, Surety shall inform Owner of this fact and shall provide fully executed co-insurance or re-insurance agreements which shall be effective as of the date of the delivery of this bond.

**INVITATION TO BID
and PROPOSAL**

**THE HOUSING AUTHORITY
of the City of Allentown**

Bid No. **18-04A**

Section 10

Page 2

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Bid Bond

In presence of:

ATTEST:

(Signature)

(Signature: Individual Principal or Partner)

(Type or Print Name as Signed Above)

(Business Address)

(Signature)

(Signature: Individual Principal or Partner)

(Type or Print Name as Signed Above)

(Business Address)

**SOLE PROPRIETOR OR
PARTNERSHIP**

ATTEST:

(Corporate Principal)

(Business Address)

(Signature)

(Signature)

(Type or Print Name as Signed Above)

(Type or Print Name as Signed Above)

**AFFIX
CORPORATE
SEAL**

CORPORATION

ATTEST:

(Corporate Surety)

(Business Address)

(Signature)

(Signature)

(Type or Print Name as Signed Above)

(Type or Print Name as Signed Above)

**AFFIX
CORPORATE
SEAL**

SURETY COMPANY

(Power of Attorney for person signing for Surety Company must be attached to Bond)

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Corporate Principal Certificate

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the
(Type or Print Name of CERTIFYING Officer of the Corporation)

_____ of the Corporation named as
(Type or Print Title of CERTIFYING Officer of the Corporation)

Principal in the within bond; that _____
(Type or Print Name of SIGNING Officer of the Corporation)

who signed the said bond on behalf of the Principal was then _____
(Print Title of SIGNING Officer of the Corporation)

of said corporation; that I know his signature thereto is genuine; and that said bond was duly signed,
sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Signature of CERTIFYING Officer of the Corporation)

(Type or Print Name as Signed Above)

**AFFIX
CORPORATE
SEAL**

INTENTIONALLY LEFT BLANK

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Contract Sample

Bid No. 2019-003-000-50-4430016

Contract No.

Heating and Air Conditioning Preventative Maintenance Services
Multiple Properties, Allentown PA

This Agreement for Heating and Air Conditioning Preventative Maintenance Services (“Agreement”), is made and entered into this ____ day of May, 2019, between **THE HOUSING AUTHORITY OF THE CITY OF ALLENTOWN, PA**, (hereinafter referred to as the “Authority”), a public housing authority organized under the laws of the Commonwealth of Pennsylvania, with its offices at 1339 W. Allen Street, Allentown, Lehigh County, Pennsylvania, 18102, and _____ (hereinafter referred to as the “Contractor”), with a business address of _____.

WHEREAS, on or about April 5, 2019, the Authority requested Bids for Heating and Air Conditioning Preventative Maintenance Services, which sets forth the services to be performed by Contractor for the Authority (hereinafter “IFB”). (A true and correct copy of the IFB is attached hereto as **Exhibit A** and incorporated herein as if set forth at length); and

WHEREAS, the IFB included General Instructions, Requirements, Specifications and Scope of Work applicable to this Agreement; and

WHEREAS, by way of a Bid Response dated May 8, 2019, the Contractor submitted a bid (hereinafter referred to as the “Contractor Proposal”) to provide Heating and Air Conditioning Preventative Maintenance Services. (A true and correct copy of the Contractor’s Bid is attached hereto as **Exhibit B** and incorporated herein as if set forth at length); and

WHEREAS, the Authority and Contractor are desirous of entering into this Agreement, one with the other, for Heating and Air Conditioning Preventative Maintenance Services; and

WHEREAS, both Authority and Contractor simultaneously with the execution of this Agreement are executing a Stipulation Against Liens whereby Contractor agrees that no mechanics’ liens shall be filed against the Authority by contractor or any subcontractor or materialmen nor any other person furnishing labor or materials to said Contractor in order to fulfill this Contract; and

WHEREAS, Contractor agrees to file said Stipulation Against Liens with the Clerk of Court of Lehigh County within ten (10) days of the date of this Agreement and supply to Authority a copy of the receipt from the Clerk of court before commencing any work, buying any materials or contracting with any subcontractor in order to fulfill the terms of this Contract; and

WHEREAS, this Contract shall not be binding on Authority and no authorization to proceed will occur unless Contractor complies with the requirement of executing and filing said Stipulation Against Liens within ten (10) days of the signing of this Agreement; and

WHEREAS, in the event the contractor fails to file said Stipulation Against Liens within ten (10) days of the date of this Agreement, Authority may, in its sole discretion, cancel this Contract.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, agree as follows:

ARTICLE 1
SCOPE OF SERVICES/CONTRACT DOCUMENTS

1.01 The Contractor shall furnish all labor, materials, equipment and services and perform all work required for the completion of this Contract No. _____. The Contractor shall furnish all equipment and perform all services in accordance with the terms, conditions and provisions specified in the Contract Documents which are incorporated herein as if set forth at length. For the purposes of this Agreement, "Contract Documents" shall include: (1) this Agreement; (2) the IFB, including (a) General Conditions; (b) Special Conditions; (c) Technical Specifications; (d) Stipulation Against Liens; (e) Payment and Performance Bond; (collectively, Exhibit A); and (3) Contractor's Proposal (Exhibit B). In the event of a conflict between any Contract Documents, this Agreement shall govern, followed by the IFB, followed by Contractor's Proposal. Any service not expressly covered by this Agreement must receive prior written approval from the Authority before any work is performed.

1.02 Notwithstanding anything to the contrary in this Agreement, unless expressly set forth in this Agreement, nothing contained herein shall require the Authority to purchase materials, equipment and/or supplies from the Contractor, which shall be obtained in accordance with applicable laws, rules or regulations, including procurement laws.

ARTICLE 2
TERM

2.01 Subject to the terms and conditions of this Agreement, the term of the Agreement shall commence on July 1, 2019, and automatically terminate on June 30, 2022. The periods July 1, 2022- June 30, 2023 and July 1, 2023-June 30, 2024, each an extension year, are optional and shall be exercised at the sole discretion of the Authority. There will be no renegotiation of cost for either of the two extension years.

ARTICLE 3
CONTRACT PRICE AND PAYMENT

3.01 The Authority shall pay the Contractor for the performance of the base Contract, subject to the provisions set forth in the bid documents, including the IFB and Contractor's Proposal, at the agreed-upon price therein.

3.02 The Contractor shall receive and accept compensation for the performance of this Agreement in accordance with the prices stipulated in Contractor's Proposal and in the manner provided in the Contract Documents. Invoices shall be submitted to the Authority on a monthly basis for the work performed in the prior month and shall, as a condition of payment, be accompanied by detailed documentation or data in support of the expenses for which payment is sought. Upon receipt of the invoice and, provided the Authority does not dispute the said invoice, payment shall be due thirty (30) days after the date of the invoice.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

3.03 Contractor is aware that it is obligated to give written notice to the Authority and the architect, if applicable, of any discrepancies in the contract and bidding documents before proceeding with any work. Contractor is also aware that the Authority will not compensate contractor for any Change Orders unless said Change Orders were submitted in writing to and approved by the Authority and the architect, if applicable, prior to commencing work under said Change Orders.

ARTICLE 4
INSPECTION, TESTING AND/OR REPAIR REPORTS

4.01 Contractor shall prepare and submit a report of all inspections, testing, and repairs with Contractor's findings to the Authority within thirty (30) calendar days of each service event. Such inspections, repairs and test reports shall comply with the requirements listed as **Exhibit C**.

4.02 The inspection, repair and testing reports and requirements set forth in this **Article 4** are the minimum requirements and are in addition to any other requirements set forth in the Contract Documents. The Authority may reasonably require additional information at the sole discretion of the Authority.

4.03 The Authority may, at its sole discretion, withhold payment to Contractor in the event that Contractor's inspection, repair and testing reports do not include the minimum requirements set forth herein.

ARTICLE 5
ADDITIONAL REPAIRS, SPARE AND REPLACEMENT PARTS

5.01 All repairs, equipment, materials or supplies not expressly covered under this Agreement shall be subject to the Authority's procurement regulations and applicable laws. The Authority expressly reserves the right to contract with third parties for said services, supplies or materials and to obtain cost estimates from third parties at the Authority's sole discretion. Subject to the foregoing, upon the request of the Authority, Contractor shall prepare and submit to the Authority a written estimate of the man hours and materials which may be required to perform any repair not covered under this Agreement. If Contractor's cost estimate is not considered to be fair and reasonable, as determined by the Authority in its sole discretion, the Contractor may be asked to review its estimate and resubmit the same. The Authority shall be under no obligation to accept the cost estimate of the Contractor.

5.02 Contractor shall maintain adequate parts required to properly service all aspects of the listed systems. All replacements parts shall be new and of the same manufacturer as equipment being worked upon and shall have a warranty of at least one year. The Contractor may provide rebuilt parts of the original manufacturer, or use new parts of another manufacturer as long as the parts shall be equal or better in quality and operation and free from defects. Contractor shall obtain the Authority's written approval prior to purchasing or installing parts that are not new or rebuilt parts of the same manufacture as the original. Costs of any repairs shall be paid at cost with proof of purchase attached to the invoice.

5.03 Any repair work performed by a third party as permitted hereunder, shall have a ninety (90) day warranty for that work. Throughout this ninety (90) day period, Contractor shall maintain responsibility for examination, testing and inspections of the equipment.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

ARTICLE 6
COMPLIANCE WITH LAWS, SAFETY, SECURITY, USE OF
PREMISES AND COORDINATION WITH AUTHORITY

6.01 Contractor shall provide reasonable advance notice to the Authority prior to completing any work that may impact residents or influence the operations of the Authority. Contractor shall provide such notice to a person and by means designated by the Authority in writing.

6.02 Contractor's services provided hereunder shall at all times be undertaken in full compliance with all Federal, State and Local laws and regulations. The Authority shall give written notice to the Contractor if it becomes aware of or is notified of any possible violation. Notwithstanding anything to the contrary in this Agreement, the Authority may immediately terminate this Agreement in the event the Authority determines, in its sole discretion, that Contractor is not in compliance with any law or regulation.

6.03 Contractor, its agents, servants, employees, representatives, contractors, invitees and licensees shall not use the Authority so as to interfere with or be a hazard to the Authority's operations.

6.04 Before gaining access to any Authority property or other secured area, if necessary, Contractor, its agents, servants, employees, representatives, contractors, invitees or licensees shall obtain an appropriate Authority identification and badge. Persons not having such a badge shall enter these areas only when escorted by an authorized person, as outlined in the Authority's Rules and Regulations which are incorporated by reference herein.

6.05 Contractor, its agents, servants, employees, representatives, contractors, invitees or licensees must obtain prior permission to operate a vehicle in the Authority's premises.

6.06 Contractor shall keep existing driveways and entrances serving the Authority's premises clear and available to Authority employees, residents and invitees at all times. Contractor shall not use these areas for parking or storage of materials. Contractor shall lock vehicles and motorized equipment to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

6.07 Contractor shall maintain all buildings in a safe and weather tight condition while performing services under this Agreement. All precautions necessary to protect buildings and their occupants shall be undertaken by Contractor. Contractor shall not accumulate waste material, rubbish or inspection/testing materials on site.

6.08 Contractor shall conduct work with competent workers and in such manner as will minimize danger to personnel, residents, invitees, employees, and those traveling in the public right-of-way located in or near the work area.

6.09 Contractor acknowledges and agrees that the Authority and its residents will occupy buildings throughout the services required to be performed hereunder. Contractor shall cooperate fully with the Authority and its representatives to minimize conflicts and to facilitate Authority usage.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

6.10 Contractor shall comply with all requirements and standards of the Occupational Safety and Health Act, as may be amended, as well as the requirements of the Pennsylvania Department of Labor and Industry and Pennsylvania Department of Environmental Protection, including with respect to accident prevention and health safeguards.

6.11 If, at any time during the execution of the services required hereunder, the Contractor or its personnel engage in practice which the Authority regards as unsafe, notice shall be given to the Contractor which shall require the suspension of all affected activity under satisfactory remedial action is taken.

6.12 Contractor shall not store on the Authority's premises any flammable or hazardous material without prior written approval of the Authority. Contractor shall not use, generate, store, treat, dispose of or otherwise introduce into, or on or about the premises any Hazardous Substances (as hereinafter defined), nor shall Contractor cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, and any other applicable federal, state or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine operations, which are properly stored in reasonable quantities. Contractor agrees to clean up all Hazardous Substances on the Authority's premises or elsewhere, if caused or permitted by Contractor, its agents, servants, employees, licensees, invitees, and contractors (or if Contractor shall otherwise be responsible therefore), in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Contractor shall cooperate with Authority in furnishing to a governmental authority any information which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this Agreement.

6.13 Notwithstanding anything to the contrary contained in this Agreement, no services or directions by the Authority shall relieve the Contractor from its responsibilities for supervision and compliance with applicable safety and health laws and regulations. The Contractor has sole and absolute responsibility for safety and compliance with applicable laws and regulations.

6.14 Audit. Contractor will be given prior written notice of any audit requirements, and such requirements will be reasonable in scope. In no event will Contractor have to provide any confidential or proprietary information in response to any audit request.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.01 By executing this Agreement, the Contractor makes the following representations and warranties to the Authority:

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

- A. The Contractor is duly organized and validly existing as a proper legal entity under the laws of the Commonwealth of Pennsylvania, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Contractor is professionally qualified to perform the services required hereunder and is licensed and in good standing by all public entities having jurisdiction over Contractor for this Agreement.
- B. The Contractor has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms contained herein;
- C. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of the Agreement by the Contractor, except such as have been duly obtained or made.
- D. There is no action, suit or proceeding, at law, or in equity, before or by any court or governmental authority, pending or threatened against Contractor, which would materially adversely affect the validity or enforceability of this Agreement.
- E. The Contractor shall at all times maintain all necessary licenses, insurances, certifications, permits or other authorizations necessary to perform the services required under this Agreement.
- F. Contractor shall, as required under the Stipulation Against Liens and federal, Pennsylvania and local laws, make prompt payments for all materials furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities in connection with the prosecution of the work, whether or not said material, labor equipment or service entered into becomes a component part of the work or improvement contemplated. This Contract shall preclude the filing of any mechanics' lien by any person, partnership, association or corporation, as subcontractor or otherwise, which has supplied materials, labor, equipment or services.
- G. As a condition to the award of this Contract, Authority has received from Contractor and is holding bonds for the performance of this Contract and for the prompt payment by Contractor for materials, supplies, labor, services and equipment used in fulfilling this Contract.
- H. The Contractor shall at all times perform the services required hereunder in a good and workmanlike manner.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

7.02 The Authority hereby makes the following representations and warranties to and for the benefit of the Contractor:

- A. It is validly existing under the Constitution and laws of the Commonwealth of Pennsylvania, with full legal right, power, and authority to enter into and perform its obligation under this Agreement.
- B. It has enacted the required resolution which duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed by the proper authority and constitutes a legal, valid and binding obligation of the Authority.
- C. There is no action, suit, or proceeding, at law or in equity, before or by any Court or governmental authority, pending or threatened, wherein an unfavorable decision would materially or adversely affect the performance of their obligation hereunder or would adversely affect the validity and enforceability of this Agreement.

ARTICLE 8
INDEMNIFICATION

8.01 To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the Authority, its Board of Commissioners, officers, directors, employees, agents, servants, assigns and affiliates (hereinafter "Indemnified Parties") from and against any and all suits, actions, claims (actual or threatened), damages, liabilities, losses, fines, penalties, diminution in value, and expenses, including but not limited to legal fees (including those incurred to enforce the Indemnified Parties' right to defense and indemnity hereunder), costs of investigation and surveillance, medical treatment, expert witness fees, travel and accommodations, filing fees and all other associated costs, whether or not involving a third party claim, arising out of or in any manner connected to the acts or omissions of Contractor and its agents, servants, employees, subcontractors or anyone directly or indirectly employed by it or for whose acts or omissions it may be legally liable, regardless of whether or not such damages, liabilities, losses, fines, penalties, diminution in value and expenses are caused in part by the Indemnified Parties.

8.02 It is expressly agreed that the defense and indemnification contained in this Agreement contemplates claims against the Contractor or its agents, servants, employees, subcontractors or assigns. It is further expressly agreed that Contractor agrees to indemnify the Indemnified Parties from and against any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g. fees of attorneys, paralegals and other legal professionals), legal fees incurred in establishing the right to indemnity, expenses and diminution of value, resulting from the Indemnified Parties own negligence; except that the Contractor shall not be responsible to the Indemnified Parties on indemnity for losses caused by or resulted from the Indemnified Parties *sole* negligence. It is also expressly agreed that any defenses raised by the Indemnified Parties to allegations of its independent fault averred to by any party, including but not limited to the Contractor, shall in no way restrict or prejudice its ability to obtain indemnification for any of its damages, costs, fees or legal expenses described herein.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

8.03 It is expressly agreed that the indemnification contained in this Agreement also contemplates claims arising from any violation of Contractor of any municipal, state, or federal laws, rules, or regulations applicable to the performance of its obligations under this Agreement.

8.04 The defense and indemnification includes all costs incurred by the Authority associated with compliance with any subpoena(s) for documents, sworn testimony or for any other purposes relating to this Agreement including, but not limited to, then-existing standard fees for consulting, deposition and trial testimony and all expenses related thereto. Costs further include, but are not limited to, hourly personnel charges, transcript costs, filing fees, witness fees, telephone charges, postage, delivery service fees, travel and accommodations, expert witness fees, advice of counsel and all other reasonable associated costs.

8.05 Contractor expressly agrees that this Article shall apply regardless of the legality or compliance of the conduct of Contractor, its agents, servants, employees, representatives, contractors, invitees or Contractor under or with any law, including without limitation the terms herein, and Authority's Rules and Regulations, minimum standards and directives.

8.06 Authority agrees to reasonably cooperate fully with Contractor in any investigation, claim or proceeding involving Contractor, whether such investigation, claim or proceeding is initiated by the Authority, a government agency, or Contractor.

8.07 Contractor expressly agrees that this Article shall survive the termination of this Agreement to the extent this indemnification provision applies to its own negligence, actions or failures to act.

ARTICLE 9
INSURANCE

9.01 Contractor shall, at its sole cost and expense, provide and maintain in effect during the entire term of this Agreement the following insurance, which may be self-insured, and under the following terms:

- A. A comprehensive general liability insurance policy, in form, and from an insurer satisfactory to the Authority, covering all services to be performed and all obligations assumed under the terms of this Agreement. Coverage provided under this policy shall be not less than \$2,000,000.00 per occurrence.
- B. The Authority shall be named as additional insured on all insurance policies obtained in compliance with this Agreement. Evidence of such insurance shall be delivered to the Authority prior to the Contractor's commencement of performance under this Agreement.
- C. All insurance required under and pursuant to the terms of this Agreement shall be endorsed to provide that the insurer will provide at least thirty (30) days prior written notice to the Authority in the event the insurance required herein is materially altered, cancelled, or not renewed. If the Contractor shall not have obtained

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

replacement insurance, as required under the terms of this Agreement, within thirty (30) days of receiving notice that the insurance has been materially altered, cancelled, or not renewed, then in such event, the Authority shall have the right to treat such failure as a material breach of this Agreement or the law as applicable.

- D. The Authority may amend the foregoing insurance requirements at Authority's sole and absolute discretion.

9.02 The policies required under this paragraph shall be issued by insurers having a rating of at least "A" VIII by A. M. Best or an equivalent rating by a similar rating entity, acceptable to Authority, shall be written on an occurrence basis and shall not be cancelled nor modified without thirty (30) days prior written notice to Authority. The certificates issued therefore shall name Authority as additional insured and be incorporated into the Agreement. Upon execution of the Agreement, and from time to time throughout its duration, Contractor shall provide to Authority, without demand, copies of current certificates for all required coverage.

9.03 Authority may, in its discretion, at any time: 1) amend the types and/or amounts of coverages required hereunder, and shall notify Contractor of any such amendment; and/or 2) demand a true, correct, complete copy of any policy required hereunder.

9.04 Contractor waives all rights of subrogation against the Authority for any loss, to the facility or to property therein or affixed thereto, from perils which can be insured against under the standard form of fire insurance contract with extended coverage endorsement generally available in the Commonwealth of Pennsylvania, whether or not the party incurring the loss has such insurance, unless this clause would result in a loss of Authority's or Contractor's insurance coverage.

9.05 The Authority is a Pennsylvania Municipal Corporation existing under the Housing Authority Act of May 28, 1937, as amended, whose liability for claims in tort is statutorily prescribed by the Political Subdivision Tort Claim Act, 42Pa.C.S.A. § 8542, et seq.

ARTICLE 10
NON-DISCRIMINATION

10.01 Contractor for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

10.02 In the event of breach of any of the above non-discrimination covenants, the Authority shall have the right to terminate the Agreement as if said Agreement had never been made or issued.

ARTICLE 11
LIMITS OF LIABILITY

11.01 No elected official, director, board member, officer, agent or employee of the Authority shall be charged personally or held contractually liable by Contractor under any term or provision of this Agreement.

11.02 Contractor shall not be liable for contract damages in excess of the annual price of this Agreement. In no event shall contractor be liable for special, indirect, consequential or liquidated damages for default or delay.

ARTICLE 12
DEFAULT AND TERMINATION

12.01 A default shall include a failure to perform or keep any promise, undertaking, covenant, or agreement made and to be performed under and pursuant to this Agreement by the breaching party and such failure continues for a reasonable cure period after written notice from the non-breaching party, determined at the time of written notice of the breach, unless otherwise determined in the discretion of the Authority. This Agreement may be immediately terminated upon the occurrence of any one of the following events during the term of this Agreement:

- A. In the event the Contractor fails to carry out the terms and conditions of the Agreement or fails to substantially perform the services required under this Agreement, the Authority may declare the Contractor in default and, upon ten (10) days advanced notice to the Contractor, cancel this Agreement and terminate the Authority's obligations hereunder. The Authority may, in its sole discretion, proceed to do and perform said work, and the cost and expense of the same shall be deducted from any amount which may be due and owing to the Contractor hereunder or if said amount shall be greater than any amount which may be due to Contractor then Contractor agrees to pay the Authority the excess thereof and, if the Authority does so elect to do said work upon the default of Contractor, then the Authority shall have the additional right at any time thereafter to cancel and bring to an immediate end this Agreement.
- B. If Contractor becomes insolvent, files a petition for bankruptcy, ceases operations, or otherwise fails to provide the services as agreed herein.
- C. Upon mortgage foreclosure, condemnation, destruction, or transfer or conveyance of title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the sole opinion of the Authority.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

12.02 A right of termination upon default may be exercised by written notice of termination given to the party in default. The proper exercise of the right of termination shall be in addition to, and not in substitution for, such other remedies, whether damage or otherwise, of the party exercising the right of termination. If within the prescribed period, the party in default has neither remedied the default to which it has been notified under this article, nor undertaken and diligently pursued corrective action, then this Agreement can be terminated immediately upon written notice thereof by non-breaching party to the party in default.

12.03 In addition to termination of this Agreement upon a default by Contractor as provided in this Article 12, the Authority shall have any right or remedy available at law or equity arising therefrom. Pursuit of any remedy shall not constitute a forfeiture or waiver of any amount due to Authority or any damages accruing by reason of the violation of any of the terms, provisions and covenants contained herein.

12.04 All the above in this Article 12 is subject to provisions set forth in the regulations of the United States Department of Housing and Urban Development (HUD) which are available for inspection in the offices of Authority.

ARTICLE 13
INDEPENDENT CONTRACTOR/THIRD PARTY BENEFICIARIES

13.01 The status of the Contractor in its work to be provided under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed to create or to imply an agency relationship of employee and employer between Contractor and Authority or any officer, employee, agent or representative of Contractor and Authority, and it is the intention and purpose of the parties that Contractor, its officers, employees, agents and representatives, shall, at all times and for all purposes, be considered as and be an independent contractor. Contractor shall be responsible for payment and/or withholding of all income, social security, unemployment compensation, workers' compensation, and other employment related taxes pertaining to Contractor and its employees, and Authority will have no such responsibilities, nor will the Authority be responsible for any health, life, disability or other benefits for Contractor or its employees. As such, the work, in every respect, from execution of the Agreement and during progress thereunder, and until completion, shall be under the charge, care and supervision of the Contractor at Contractor's sole risk. Contractor shall properly safeguard against any or all injury to the public, to public and private property, materials and things, and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of said Agreement, without regard to whether the Contractor, his subcontractors, agents, or employees, have been negligent.

13.02 Contractor acknowledges and agrees that it is not the intention of this Agreement to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the Authority a right of action either under the Agreement or in any manner whatsoever, except that nothing herein contained shall effect the rights conferred upon any person whatsoever by the terms of any labor or materialmen's bond required by law of by the Agreement.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

ARTICLE 14
NOTICE

14.01 All notices and consents required or permitted under this Agreement shall be in writing and delivered by personal delivery, national recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid), addressed as follows:

To AUTHORITY:

Housing Authority of the City of Allentown, PA
1339 West Allen Street
Allentown, PA 18102
Attn. Victoria Hunt, Purchasing Agent
(610) 439-8678 Ext. 2072/Mobile (610) 216-9748/e-fax (610) 969-7557

Legal Notices should be sent to the Authority at the above address, to the attention of Daniel Farrell, Executive Director, (ph. 610-439-8919/e-fax 610-969-7551) with a copy to:

Florio Perrucci Steinhardt & Fader, LLC
60 W. Broad St., Suite 102
Bethlehem, PA 18018
Attn: Christian Perrucci

To CONTRACTOR:

Attn: _____,
() ____ - ____ Ext. ____ /Mobile () ____ - ____ /Fax. () ____ - ____

All notices shall be deemed to have been duly given upon actual receipt or refusal, as applicable. Either Party, by notice given as above, may change the address to which future notices or copies of notices may be sent. Counsel for either Party may give notice on such party's behalf.

ARTICLE 15
MISCELLANEOUS

15.01 Applicable Law/Not Construed Against Drafter. This Agreement is made, entered into and intended to be performed in the Commonwealth of Pennsylvania, and shall in all aspects be interpreted and governed under the laws of the Commonwealth of Pennsylvania. The parties hereby consent to the venue and jurisdiction of any federal or state court of Lehigh County, Pennsylvania or the Eastern District of Pennsylvania in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

15.02 No Assignment. This Agreement, the rights granted hereunder, and the locations provided shall not be assigned, transferred, sublet or otherwise disposed of without the advance written approval of the Authority which may be granted or denied in the Authority's sole discretion.

15.03 Severability. Should any provision of this Agreement be held to be illegal, void or unenforceable such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of any other provision of this Agreement which shall remain in effect.

15.04 Waiver. No waiver by either party of any default or violation or breach of any terms, provisions or covenants contained in this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Agreement. Forbearance by either party to enforce one or more of the remedies provided in this Agreement or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

15.05 Force Majeure. Neither party shall not be liable to the other or to any third party for failure to perform or delay in performing under this Agreement if such failure to perform or delay in performing results directly or indirectly from, or is based upon, the action, inaction, or purported action, of any governmental or local authority, or because of war, rebellion, insurrection, strike, lock out, boycott or blockade (whether presently in effect, announced or in the sole judgment of Lender deemed probable), or from any Act of God or other cause or event beyond Lender's control, provided, however, that if Lender's delay on a requested disbursement results in any Event of Default occurring, Borrower shall have a day-for-day extension of any available cure period until Lender makes the requested disbursement.

15.06 Authorization. The persons executing this Agreement hereby represent and warrant that they have carefully read this Agreement, and that they have the full right, power and authority to sign this Agreement.

15.07 Entire Agreement/Amendments. This Agreement contains the complete and entire understanding between the Authority and Contractor, and no other promises or agreements shall be binding unless signed by both. The parties further agree that this Agreement fully supersedes any prior agreements or understandings between the parties, for which obligations remain in full force and effect. In signing this Agreement, the parties acknowledge that they are not relying on any fact, statement or assumption not set forth in this Agreement. The parties acknowledge that this Agreement shall be modified except upon the express signed written consent of both parties wherein specific reference is made to this Agreement.

15.08 Knowing and Voluntary. Contractor acknowledges that it has carefully read this Agreement and knows and understands its contents and that Contractor executes it as Contractor's own free act and deed, and enters into the Agreement knowingly and voluntarily. Contractor acknowledges that it has been advised to consult with an attorney prior to executing this Agreement and has either done so or chosen not to do so.

**1339 Allen Street
Allentown, Pennsylvania 18102-2191**

Contract Sample

Bid No. 2019-003-000-50-4430016

15.09 Construction and Interpretation. The headings to various clauses of this Agreement have been inserted for convenience only and shall not be used to interpret or construe the meaning of the terms and provisions hereof. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, as the context may require. The Authority and Contractor agree that the language of all parts of this Agreement shall be construed as a whole, according to its fair and plain meaning. The parties agree that any questions regarding the interpretation of the language of this Agreement shall not be interpreted against the drafter.

15.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

[SIGNATURES TO FOLLOW]

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Contract Sample

Bid No. 2019-003-000-50-4430016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ALLENTOWN HOUSING AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Contract Sample

Bid No. 2019-003-000-50-4430016

EXHIBIT A

IFB

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Contract Sample

Bid No. 2019-003-000-50-4430016

EXHIBIT B

Contractor's Proposal

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Contract Sample

Bid No. 2019-003-000-50-4430016

EXHIBIT C

Inspection, Testing and Repair Report Requirements

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE

(Name of Contractor)

as Principal hereinafter called the "Principal Obligor" and _____

(Name and Address of Surety)

as surety hereinafter called SURETY, and held and firmly bound unto the Housing Authority of the City of Allentown hereinafter called the "Authority," in the sum of _____dollars (\$_____) in lawful money of the United States to be paid to said Authority, its successors and assigns to which payment will and truly be made, we do bind ourselves and each of us and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with the seal of the said Principal Obligor and with the Corporate Seal of the said Surety, duly attested by the proper officers thereof. Dated the _____ day of _____, 20_, (contract date)

to perform certain _____ work for said

Authority, in connection with _____ pursuant to plans, specifications, and other related document constituting the Contract Documents, which are incorporated into the Bid by reference (the "Contract Documents") as prepared by The Allentown Housing Authority.

WHEREAS, the said Authority is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the Public Works Contractors Bond Law of 1967" (P.S. 191-202) (the Act); and

WHEREAS, The Act in Section 3 (a) required that before an award shall be made to the Principal Obligor by the said Authority in accordance with the Bid, the Principal Obligor shall furnish this Bond to the said Authority with this Bond to become binding upon the award of a Contract to the Principal Obligor by said Authority in accordance with the Bid and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal Obligor to the said Authority, and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal Obligor shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal Obligor in accordance with the Bid, the Principal Obligor and the said Authority shall enter into an agreement with respect to performance of such work with (the "Agreement") the form of which Agreement is set forth in the Contract Documents and

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal Obligor shall do well and truly, in all respects, comply with all terms, conditions and covenants contained in the above-mentioned Contract, and shall and do pay unto The Housing Authority of the City of Allentown upon demand, any and all loss damage and expense which the Authority may or shall sustain by reason of the failure of the said Principal Obligor to comply with the terms of said Contract, it being hereby understood and agreed that the decision of the Authority as to such failure in complying with the terms of the said Contract and as to the binding and conclusive upon the parties hereto, then this obligation to be null and void, otherwise, to be and remain in full force and effect.

The undersigned Principal Obligor and Surety hereby agrees that no modification of the terms of the above-mentioned Contract or alteration in the work to be done under it, and no forbearance on the part of either of the Authority or of the Contractor to the other, either by the grant of an extension of time for the performance of the Contract or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors, administrators, or assigns, from their liability hereunder, notice to the Surety of any such modifications, alteration, extension or forbearance hereby being waived.

And we do for ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, hereby authorize and empower any attorney of any court in Lehigh County, Pennsylvania or elsewhere by him, deputized for the purpose upon the filing of this Instrument or a copy thereof, duly attested as correct to appear for us or either of us, our or either of our heirs, executors or administrators, successors or assigns, and in our names, or in the name of either us, our or either of our heirs, executors or administrators, successors or assigns, confess a judgment against us or either of us, our or either of our heirs, executors or administrators, successors or assigns in favor of the Authority for the sum named in this bond, without defalcation, with cost to suit release of errors and with five percent added for collection fees, hereby waiving the benefit of all exemption laws and the holding of inquisition in any real estate that may be levied upon by virtue of such judgment voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same and further waiving all errors, defects and imperfection whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to stay execution or appeal shall be made or take thereto, the right and power to appear and to enter or confess judgment hereinabove provided for the right to access damages under and such judgment shall be exercisable any number of times and shall not be exhausted by one or more uses thereof, attested as aforesaid, shall be warrant and authority.

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Performance Bond

IN WITNESS WHEREOF, the above bounden parties have executed this Instrument, under their several seals, the day and year first above written, the name and corporate seal of each corporate party being hereto affixed and these presents truly signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

The rate of premium of this bond is _____ Dollars
(\$ _____) per thousand.

The total amount of premium charge is _____ Dollars
(\$ _____)

(THE ABOVE MUST BE FILLED IN BY THE CORPORATE SURETY).
(POWER OF ATTORNEY OF PERSON SIGNING FOR SURETY COMPANY MUST BE ATTACHED).

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership all partners should execute bond.

In the event the penal sum exceeds the Surety's underwriting limitations as set forth in Department of the Treasury Circular 570 Surety shall inform Owner of this fact and shall provide fully executed co-insurance or re-insurance agreements which shall be effective as of the date of the delivery of this bond.

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Performance Bond

RIDER TO PERFORMANCE BOND

PRINCIPAL: _____
(BIDDER/AWARDED CONTRACTOR)

SURETY: _____
(SURETY COMPANY)

OBLIGEE: ALLENTOWN HOUSING AUTHORITY

1. RIDER CONTROLS.

This rider is annexed to and made a part of the printed portion of this Agreement to which it is attached and in each instance in which the terms, provisions, covenants, or conditions of this rider shall contradict or be inconsistent with the terms, provisions, covenant or conditions of the printed portion of this Agreement, as constituted without this rider, the terms, provisions, covenants and conditions of this rider shall prevail and govern and the contradicted or inconsistent terms, provisions, covenants or conditions of the printed portion of this Agreement shall be deemed amended accordingly.

2. GOVERNING LAW AND CONSTRUCTION.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania as those laws apply to contracts made and to be performed in that jurisdiction, without regard to conflict of laws principles. This Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.



3. FORUM FOR RESOLVING DISPUTES.

Any action to enforce any provision of this Agreement must be filed only in the Court of Common Pleas of Lehigh County, Pennsylvania, or, if subject matter jurisdiction exists, in the United States District Court of the Eastern District of Pennsylvania, and the Parties consent to the personal jurisdiction and venue of such courts. Nothing in this paragraph shall prohibit any Party from relying upon the provisions of this Agreement to assert an affirmative defense to or bring a counterclaim, crossclaim or third party claim in any action brought against it in any forum.

For Principal:

For Surety:

For Obligee: Allentown Housing Authority

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Allentown Housing Authority 1339 Allen Street Allentown, PA 18102	LR 2000 Agency ID No: PA001A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: July 1, 2019	Expiration Date: June 30, 2021
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p> <u>Eric Ramoth, Sr. Cont. Indust. Rel. Spec.</u> HUD Labor Relations (Name, Title, Signature)</p> </div> <div style="width: 45%; text-align: center;"> <p>FEB 05 2019 Date</p> </div> </div>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Laborer	\$15.12	\$10.54
Maintenance Aide	\$17.50	\$10.54
Maintenance Mechanic	\$19.88	\$10.54
Maintenance Mechanic M4 (4)	\$24.65	\$10.54
Groundskeeper	\$10.00	\$0.00
Elevator Constructor -Mechanic in Charge	\$45.09	\$20.23
Elevator Constructor - Mechanic	\$40.08	\$20.23
Vacant Unit Cleaner & Painter	\$15.51	\$0.00
		<input checked="" type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>  LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

INTENTIONALLY LEFT BLANK

1339 Allen Street
Allentown, Pennsylvania 18102-2191

**Section 3
Evaluation Criteria Form**

SECTION 3 – EVALUATION CRITERIA FORM

In order to evaluate your Firm's Section 3 strategy, carefully read the Scope of Bid, Section 21, Page 5, General Conditions, Paragraph K. Proceed to answer the following questions and attach to your proposal:

1. Have you hired any employees who qualify as Section 3 Residents within the past three (3) years?

___ Yes ___ No If Yes, how many? _____

2. Does your firm currently have any employment positions available? ___ Yes ___ No

If Yes, How many? _____

If Yes, are these positions permanent or only for the duration of this project? _____

If Yes, will your firm advertise for the position(s) and then interview and hire a qualified Section 3 resident to fill the position? _____

3. Does your firm propose to create a position for this project where you will advertise for the position and then interview and hire a qualified Section 3 resident to fill the position?

___ Yes ___ No

4. If your firm does have employment positions available or if you propose to create a position, what would these positions be? (Office/Clerical, Technical, etc.)

5. If your firm does not believe that it is feasible to interview and hire qualified Section 3 residents at this time, please briefly explain why:

6. Is your firm a Section 3 business? ___ Yes ___ No

If Yes, please identify how your firm qualifies as a Section 3 business based on the criteria listed in the General Conditions in Section 9, Scope of Bid. Proof of criteria will need to be provided to the Authority.

7. Does your firm offer any training opportunities in your field of expertise where you could advertise and recruit Section 3 residents to participate? ___ Yes ___ No

If Yes, please attach brochures on these training opportunities.

INTENTIONALLY LEFT BLANK

AFFIRMATIVE ACTION PROGRAM

A. Participation in Bidding

In accordance with Executive Order 11625, The Housing Authority of the City of Allentown, PA, provides opportunities for minority Contractors to bid in modernization work, as well as extraordinary maintenance by the following means:

- (1) Timely advertising in the Morning Call Newspaper, circulation 250,000, the only newspaper for the City of Allentown, and the Internet.
- (2) Our list of minority Contractors is updated with every bid, and a separate Invitation to Bid is sent to each one.
- (3) Schedule of upcoming projects is made available by Managers of Family Projects to tenants' organizations.
- (4) Representatives of The Housing Authority have attended every workshop offered by OMBE in the area in an effort to disseminate information concerning upcoming jobs and bonding requirements.
- (5) Representatives of The Housing Authority have worked with the SBA and local banks in an effort to find viable alternatives to bonding to remove this obstacle from minority Contractors.

B. General Affirmative Action Efforts

- (1) At a pre-construction conference, all practices and procedures are set forth.
- (2) The Contractor is encouraged to solicit bids from minority Contractors for subcontracts.
- (3) The Contractor shall document and maintain a record of all solicitations and results thereof.
- (4) The Contractor shall maintain a working environment free of harassment, intimidation and coercion.
- (5) The Contractor shall specifically insure that all foremen, superintendents, et al carry out the Contractor's obligations.
- (6) Establish and maintain a current list of minority recruitment sources, and maintain a current file on each off-the-street applicant and their disposition.
- (7) Review annually the company's EEO policy, obligations and affirmative actions.
- (8) Ensure that seniority practices, job assignments, et al do not have discriminatory effect upon minority groups by continually maintaining all employee activities related to such.

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Affirmative Action

C. Contractor Obligations

- (1) All contracts or agreements shall contain the clause stipulating that work performed is under a program provided by direct Federal financial aid from HUD and as such is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C.1710u. Section 3 requires that the greatest feasible opportunities for training and employment be given lower income residents of the project area for work performed in that area.
- (2) Eligible lower income area residents, where possible, should be utilized in various training categories and to fill vacation positions.
- (3) After identification of work categories needed and identification of area residents, the Contractor shall make a good faith effort to fill all positions identified consistent with the restraints imposed upon the Contractor by existing collective bargaining agreements.

D. Compliance Review

The Housing Authority reserves the right to conduct a compliance review at its sole discretion. However, such reviews will only be requested when warranted as indicated by the demonstrated inability of the Contractor to meet agreed minority utilization goals.

ACCEPTED BY: _____

NAME _____

COMPANY: _____

DATE: _____

CONTRACT NO: _____

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Business License

BUSINESS LICENSE

Within fourteen (14) calendar days of notification of award of Contract, the awarded bidder will be required to submit evidence that the Bidder is licensed or permitted to do business in the City of Allentown.

INTENTIONALLY LEFT BLANK

1339 Allen Street
Allentown, Pennsylvania 18102-2191

Acceptance of Subcontractor
Request

Request for Acceptance of Subcontractor

To: Allentown Housing Authority
1339 Allen Street
Allentown, PA 18102

Date: _____

Contract No.: _____

In accordance with our prime contract for:

Project Name: _____ Project Location: _____ City: _____ State: _____ Zip: _____

of this project, we request acceptance of the following proposed subcontractor to perform work or to supply material as indicated below:

1. _____
Name: _____ Address: _____ City: _____ State: _____ Zip: _____
2. Scope of work (*state kind of work: if for labor, material or both and give specification reference*)

3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (*original only, attached to the original of this request*)
4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.
5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists or such contractors maintained by HUD.
6. There will be no assignment of interest in this subcontract except as follows:
(*if none, so state*): _____
7. Terms of payment: _____ Price: _____
8. Remarks: _____

Contractor: _____ Name: _____ Title: _____

Accepted Rejected

The proposed subcontractor named above is: _____

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor, and this form will not be returned. If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt.

Date: Contracting Officer: _____

INTENTIONALLY LEFT BLANK



Instructions to Offerors

Non-Construction

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

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. 3/31/2020)

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) 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.

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

INTENTIONALLY LEFT BLANK