

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

Invitation to Bid

Bid No. 2020-009-900-50-4430023/
2020-010-000-50-4430023

**Invitation to Bid
Office Cleaning 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 **office cleaning services** at two (2) properties all located within the City of Allentown, specified in Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023.

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://ha.internationaleprocurement.com/requests.html?company_id=20663) and registering at the National Association of Housing and Redevelopment Officials (NAHRO) *e-Procurement* website (<https://ha.internationaleprocurement.com>). The solicitation number for this bid is 2020-009-900-50-4430023/2020-010-000-50-4430023.

A pre-bid conference will be held on **Tuesday, June 9, 2020, beginning at 10:00 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 (610-969-7557) or by e-mail (accounting@allentownhousing.org) on or before **Thursday, June 18, 2020, at 4:30 PM**. Responses will be provided to all registered plan holders no later than **Tuesday, June 23, 2020 at 4:30 PM**.

Interested firms are requested to respond by proposal submission (satisfying the requirements of this Invitation) on or before **10:00 AM, prevailing time, Tuesday, July 7, 2020**, 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 "**Office Cleaning 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**

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

Invitation to Bid

Bid No. 2020-009-900-50-4430023/
2020-010-000-50-4430023

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

Tuesday, July 7, 2020, 10:00 AM Prevailing Time

Purchasing Agent

Telephone

Title of Bid

Office Cleaning Services - # 2020-009-900-50-4430023 /2020-010-000-50-4430023

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

Advertised in:

- (X) Newspaper Name The Morning Call Date 5/28, 6/2, 6/5/2020
- (X) Other Name <https://ha.internationaleprocurement.com> Date 5/28/2020
- (X) Other Name http://classifieds.mcall.com/classifieds?category=public_notice Date 5/28/2020-6/25/2020
- () Other Name _____ Date _____

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**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

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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;

[] (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.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of **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 --

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.

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.

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)

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

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:

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.

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 WORK

The intent of these specifications is that the facilities known as the Allentown Housing Authority (AHA) 1) Administrative Office, located at 1339 W. Allen Street, Allentown, Pennsylvania and 2) Overlook Park Community Building, 445 Hanover Avenue, Allentown, Pennsylvania will be professionally cleaned and neat at the start of every work day.

Because of ongoing modernization and revitalization projects, the Allentown Housing Authority reserves the right to amend the scope of this bid, remove portions of the 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*, Section 2, 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. 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 unless specified otherwise.
7. Upon request, previously awarded contracts are available for public review. However, financial information, such as financial statements and credit information, is strictly confidential and will not be accessible for public review.

C. 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 Laborer work classification is recorded on HUD Form 52158 and is included in this solicitation Section 15: Pages 1. In accordance with this legislation, the prevailing hourly wage rates for Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023 and the subsequently awarded contract are as follows:

\$15.57 - Basic Hourly Wage
\$10.54 - Fringe Benefits

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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
3. The HUD-predetermined prevailing wage rate for the work classification specified herein will remain in effect 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.

D. Quantities

The quantities set forth in the proposal are estimates. Awards may be made for more or for less. The Housing Authority may make an award for all or for some of the items, whichever is most advantageous to the Authority.

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

- a. The Bidder guarantees that all articles offered for sale comply fully or are fully equal to the item as required and specified.
- b. All expenses covering return or replacement of defective or improper merchandise will be assumed by the vendor.
- c. In no instance shall the vendor refer the Housing Authority to any distributor or

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manufacturer for settlement of any claim arising from defective or improper merchandise.

- d. 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.
- e. for sale shall be Samples or any warranties or guarantees which will apply to the goods being offered part of the bid.

G. Protest Policy and Procedure

In accordance with HUD-5369, *Instructions to Bidders for Contracts*, Section 2, 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*, Section 2, and HUD 5369-A, *Representations, Certifications, and Other Statements of Bidders*, Section 3. Additionally, the following bidders shall **not** be eligible to participate in Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023:

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 Nonprocurement Programs which may be sourced at <http://www.sam.gov/>.

I. References.

1. Each bidder must submit a list of not less than four (4) professional references for services that are currently contracted or 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**, Section 7, Items 6 and 12.
2. **Criminal Clearances and Certifications.**
 - a. Upon request by the Allentown Housing Authority, the awarded contractor must submit any or all of the criminal clearance certifications required by local, State, or Federal law for any or all employees performing services on AHA property. These certifications include, but are not limited to, the following:
 - Report of criminal history from the Pennsylvania State Police
 - Child Abuse History Certification from the Department of Human Services (Child Abuse)
 - Fingerprint-based federal criminal history submitted through the Pennsylvania

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State Police or its authorized agent (FBI)

- b. All associated costs to obtain and submit these certifications are the responsibility of the awarded contractor.

J. **Section 3**

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.

1. **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.

2. **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.

K. **Term of Contract.**

2. It is the Housing Authority's intention that the *base* term of this contract shall be for a period of one (1) year, **beginning September 1, 2020, and ending August 31, 2021.**
3. 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 **July 1** if the contract will be extended for an optional year beginning September 1.
4. Termination of contract shall be for unsatisfactory work and/or noncompliance with Contract requirements.

L. **Award of Contract**

1. It is the intention of the AHA to award separate contracts to the lowest *responsible* bidder for each of the two locations identified herein: Bid 2020-009-900-50-4430023/2020-010-000-50-4430023: Gross Towers Administrative Office and Overlook Park Community Building. However, it is possible that the same bidder may be awarded contracts for both **Bid A** and **Bid B** if they submit the lowest responsible bid for each location.
2. The decision to award each Contract shall be based on the **aggregate sum** of the **base one (1)-year period** (52 weeks) and the two (2) separate extension years.
3. Bids shall be submitted so as to show the cost for each location for a **three (3)-year** period. The award of contract shall be to the lowest *responsible* bidder for each location based on the Grand Total of 156 weeks of service offered on the **Form of Bid**. All daily services as well as periodic floor maintenance services and supplies, where specified, shall be factored into the Grand Total.
4. In submitting a bid, it is agreed that all parts of Bid No. 2020-009-900-50-

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- 4430023/2020-010-000-50-4430023 become part of the Contract.
5. The successful vendor after receiving the contract documents has fourteen (14) calendar days in which to sign them and return them with all other required documents as specified.
 6. **Stipulation Against Liens.**
 - a. This document is part of the Form of Contract. Upon completion of the signing of the contract and prior to the AHA issuing authorization to proceed, the awarded Contractor has **ten (10) days** to execute the Stipulation Against Liens by **recording** this document with the **Clerk of Courts, Lehigh County Courthouse**, 455 W. Hamilton Street, Room 122, Allentown, PA 18101. The hours of operation are Monday through Friday, 8:00 AM to 4:30 PM. The telephone number is 610-782-3148.
 - b. The Contract shall not be binding and the AHA will not issue the Notice to Proceed until the Contractor presents a **copy of the receipt** as proof of recording this document.
 7. Should the selected vendor fail to deliver a suitable item within the time limits specified, the Housing Authority may choose to readvertise 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.

M. 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 Subcontractor to perform services on Housing Authority property, this document must remain current at all times.

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- N. **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.
- O. **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.
- P. **Invoicing and Payment.**
1. Invoices shall be accepted a *minimum* of once a week upon completion of services. The **weekly** fee shall be the bid total for the one (1)-year base contract divided by 52. If invoices are submitted monthly, the **monthly** fee shall be the bid total divided by 12 (Refer to **Form of Bid**).
 2. For any awarded extension years, the **weekly** fee shall be the one (1)-year bid total for the extension year divided by 52. If invoices are submitted monthly, the **monthly** fee shall be the bid total for the extension year divided by 12 (Refer to **Form of Bid**).
 3. The successful Contractor may expect payment within thirty (30) calendar days of receipt of invoice, contingent upon inspection and acceptance by the AHA Representative of the cleaning services rendered for the period.
 4. The determination of unsatisfactory performance or inadequate personnel coverage 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 or coverage shall result in delayed payments and, ultimately, termination of the Contract.
 5. Invoices shall be itemized as to cost center/service address and include the following information:
 - a. Dates of service (The work "week" shall be defined as Sunday through Saturday.)
 - b. Staff hours worked for the period
 - c. Itemized documentation of periodic services (i.e. floor maintenance)
 - d. Invoice number and date
 - e. Contract number
 6. 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
 7. The awarded Contractor must accommodate and agree to accept payments through an **Automated Clearing House (ACH)** system.
- Q. **Cancellation of Contract.** The Housing Authority reserves the right or option to cancel the unexpired term of this Contract, with cause, by providing at least thirty (30) days' prior *written* notice to the Contractor. However, in the event of repeated delays, 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.

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R. Pre-Bid Conference.

1. Each Bidder must completely satisfy himself as to the exact nature and existing conditions of the bid 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 **Tuesday, June 9, 2020**, beginning at **10:00 AM** at the Gross Towers Administrative Office, 1339 W. Allen Street, Allentown, PA. or by an online Zoom Meeting, details to follow. 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. Either an informational session will be followed immediately by a tour of the facilities or tours will be set by appointment, if requested.
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 or accounting@allentownhousing.org no later than **Friday, June 5, 2020**.
6. The drawings adjoining Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023 are intended as guidelines only. Bidders are required to field verify all data at their discretion. Bidders interested in measuring areas may do so at the conclusion of the site tour.
7. **This bid package is available online at:**
https://ha.internationaleprocurement.com/requests.html?company_id=20663
It is recommended that all attendees bring a copy of the bid package to this meeting.

II. GENERAL SPECIFICATIONS

- A. The successful Contractor agrees to provide quality services of a standard customarily provided in first-class office buildings. If the level of service is considered to be unacceptable to AHA, at any time, the Contractor shall be required to increase the staff or take whatever measures are required to overcome the unacceptable conditions.
1. **Staffing and Coverage.**
 - a. The **minimum** number of assigned hours for routine daily services shall be **four (4) hours**.
 - b. Bidders shall indicate the minimum and maximum **weekly** staff hours *available* to perform the services described herein (Refer to **Form of Bid**, Section 5). This information shall reflect the regularly scheduled staff hours as well as hours available on a contingency or substitute basis.
 - c. At the complete discretion of the Authority, payment deductions may be assessed for lack of coverage.
 - d. In the case of inclement weather, the Contractor shall make all *reasonable* attempts to provide staffing to meet the Contract requirements.
 - e. The Contractor shall utilize additional staff to perform the periodic services specified without decreasing the minimum staff required to complete daily and weekly services.
 - f. The Contractor will employ competent personnel to perform the Scope of Work to be completed. Personnel, including subcontractors, that in the opinion of the AHA are not competent to produce the desired result, may be ordered from the work site by an AHA representative.
 - g. Any subcontractor must be named by the Contractor and approved by the Housing Authority prior to commencing work on the premises.
- B. The Bidder will have included labor, supplies, services, equipment, taxes, bonds, insurance, and any other expenses in the total bid proposal to perform the services as may be necessary for the proper and complete performance of the Scope of Work specified, *except* the cost of supplies specifically stated as being supplied by AHA in Section II, Item D.
- C. Bidders shall provide a list of equipment available to execute this Contract. This equipment includes, but is not limited to, vehicles and floor care (tile and carpet) equipment (Refer to **Statement of Bidder's Qualifications**), Section 7.
- D. **Supplies.**
1. All supplies and materials required to complete the job shall be Contractor-provided.
 2. The **exception** to this specification is that **AHA will provide** the following supplies for the **Gross Towers Administrative Office only**:
 - Toilet tissue
 - Liquid hand soap
 - C-fold towels
 - Trash can liners
- E. **Chemicals and Safety Data Sheets (SDS).**
1. Upon request, the successful Contractor(s) shall provide samples of any and all chemicals and cleaning supplies for AHA approval. Equipment or supplies used without approval will be at the risk of subsequent rejection.
 2. The successful Contractor(s) will submit SDS *at the time of Contract signing* for all products proposed for the completion of the work specified.

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3. The **awarded Contractor(s)** is responsible to ensure that SDS remain current at all times and are readily accessible to Contractor personnel as well as AHA employees. Introduction of a new chemical during the course of the Contract must be accompanied by the submittal of the associated SDS to the Property Manager and Director of Maintenance Operations.
4. Chemical storage, usage, and documentation are subject to all government regulatory legislation.

F. **Supervision.**

1. The awarded Contractor(s) will employ a Supervisor/Project Coordinator and any necessary assistants, who shall have complete charge of the work.
2. The Supervisor will ensure that an acceptable condition of cleanliness and sanitization is maintained as well as instruct, monitor, and correct personnel conduct regarding building security, safety, and enforcement of work regulations and Contract specifications.
3. A **minimum of one (1) supervisory visit and site inspection each week** is required.
4. The Supervisor shall have the authority to represent the owner in his absence.

G. **Communication.**

1. The Supervisor will coordinate with the AHA representative:
 - a. The communication of supply replenishment for Gross Towers Administrative Office, (at least **5 working days** in advance of need)
 - b. Accident and damage reports, and
 - c. Any cleaning related problems.
2. All communications shall be of a prompt and timely fashion. In the event that same day contact is required outside scheduled office hours, the successful Contractor will contact the Authority's answering service. Clarification of procedures for these circumstances will be provided by the AHA representative.
3. The Housing Authority will provide contact information to the awarded Contractor.

H. **Record Keeping.**

The Contractor will maintain records and reports as required by these Specifications:

1. Develop a Procedure Book for Supervisor and assistants.
2. Maintain Log Book Record, supplied and owned by AHA, to communicate and exchange routine information. (Refer to **Appendix III.**) *All Contractor staff, including supervisors, daily personnel, and staff performing periodic services shall sign in and out upon each premise visit.*

I. **Work Scheduling.**

1. **Routine Services.** These services shall be completed Monday through Friday, **between the hours of 5:00 PM and 6:00 AM.** Deviations from this schedule must be presented to the AHA representative, in writing for prior approval.
2. **Periodic Services.**
 - a. Semi-monthly, monthly, semi-annual, and annual services may be performed on Fridays after 5 PM, Saturdays, Sundays, and the AHA holidays listed below, subject to AHA approval.
 - b. All services shall be scheduled so that all floor areas are completely dry by the start of the next business day.

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- c. The **schedule** for these services must be **submitted for prior approval** to the AHA representative, *in writing*, **at least one week prior to date of service**.
 - d. As a courtesy to the Contractor and to maximize results, AHA employees and tenants are notified of quarterly, semi-annual, and annual floor care services so that the areas that are scheduled for service are cleared of obstructions and personal items as much as possible.
3. **Overlook Park Community Building.**
- a. Services at this location may begin at **3:00 PM**. However, the services must be coordinated as not to disturb activities and tenants.
 - b. Evening activities may impact the accessibility of specific areas during certain periods. For example, the Multipurpose Room (Room 211) as well as the computer classrooms on the second floor may be in use, typically 5:00 PM to 9:00 PM. Work schedules must be adjusted and Contractor personnel who are working during these hours must plan the task sequence accordingly to ensure that the rooms and lobby areas in use are serviced as part of the daily routine.
4. **AHA Holidays.** Following is a list of AHA scheduled holidays for the **base contract period**, September 1, 2020, through August 31, 2021. Holiday schedules for optional contract years are also provided for your reference.
- | | |
|---|---|
| <ul style="list-style-type: none">• Labor Day
Monday, September 7, 2020
Monday, September 6, 2021
Monday, September 5, 2022• Veteran's Day
Wednesday, November 11, 2020
Thursday, November 11, 2021
Friday, November 11, 2022• Thanksgiving Day
Thursday, November 26, 2020
Thursday, November 25, 2021
Thursday, November 24, 2022• Day after Thanksgiving
Friday, November 27, 2020
Friday, November 26, 2021
Friday, November 25, 2022• Christmas
Friday, December 25, 2020
Friday, December 24, 2021
Monday, December 26, 2022• New Year's Day
Friday, January 1, 2021
Monday, January 3, 2022
Monday, January 2, 2023 | <ul style="list-style-type: none">• Martin Luther King, Jr. Day
Monday, January 18, 2021
Monday, January 17, 2022
Monday, January 16, 2023• Presidents' Day
Monday, February 15, 2021
Monday, February 21, 2022
Monday, February 20, 2023• Good Friday
April 2, 2021
April 15, 2022
April 7, 2023• Memorial Day
Monday, May 31, 2021
Monday, May 30, 2022
Monday, May 29, 2023• Flag Day
Monday, June 14, 2021
Tuesday, June 14, 2022
Wednesday, June 14, 2023• Independence Day
Monday, July 5, 2021
Monday, July 4, 2022
Tuesday, July 4, 2023 |
|---|---|
5. **Contractor Holidays.** The awarded Contractor shall provide a list of all observed holidays during which services are unavailable. This list must be presented *at the time of Contract signing*.

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J. Security

1. Access Cards, Access Codes, and Keys.

- a. The Contractor will be issued any applicable security card(s) and/or codes to be granted passage through the intrusion alarm system and any keys to areas within the office/building areas as necessary.
- b. The Contractor will have access to a lock box for all security cards and keys issued. These items shall remain the property of the Housing Authority and shall remain on the AHA premises.
- c. A minimum fee of **\$10.00** will be assessed for each lost card and/or a minimum fee of **\$500.00** for each lost key to cover the expense of rekeying, lock changes, and redistribution to employees and building residents.

2. Alarm System

- a. If the intrusion alarm system is activated through improper use, Contractor(s) staff shall adhere to the following procedure for each respective building:
 - 1) **Gross Towers Administrative Office**
 - a) The Contractor's staff shall be required to notify the AHA's answering service emergency number *immediately* at (888) 943-2988 to report the false alarm.
 - b) If police, emergency, and/or AHA Maintenance standby personnel respond to an alarm, the Contractor's staff shall be prepared to show photo identification to the responding parties.
 - 2) **Overlook Park Community Building**
 - a) No response is required from Contractor staff.
 - b) The Contractor's staff shall be prepared to show photo identification to responding police, emergency personnel, and/or Pennrose Properties LLC Maintenance standby personnel.
- b. In the event of a false alarm, the successful Contractor will be charged for Maintenance standby personnel responding to the alarm at the standby overtime rate in effect at the time of the incident. The current overtime rate for AHA personnel is **\$44.69 an hour**.
- c. Additionally, any fee by the Allentown Police Department to the AHA for false alarms initiated by the Contractor in excess of three (3) a month to the same location, will be assessed to the Contractor.

3. Doors

- a. Gross Towers Administrative Office
 - 1) All security doors in the main corridor (110) leading to the inner office areas **must** be closed and locked upon completion of services and prior to leaving the premises.
 - 2) Upon arrival to perform services, any doors to individual staff offices that are **closed and locked** shall not be entered; it is understood that when this condition exists, these areas will not be serviced. If waste cans are placed in the hallway outside of these offices, they shall be emptied and returned to the same location.
 - 3) Doors to individual staff offices that are either **unlocked or standing open** shall be serviced and left in that position when services are completed.

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- 4) The following offices will be **closed but unlocked** when Contractor personnel arrive. However, these offices shall be **closed and locked** at the completion of services:
 - Room 100 – Executive Secretary
 - Room 101 – Director of Maintenance Operations
 - Room 102 – Executive Director
 - Room 107 – Comptroller
 - 5) Regarding the Reception Waiting Room, Room 148, this room must be accessed from the building hallway outside of the Administrative Office with a key. Upon completion of services, this room must be secured with a key.
4. **Overlook Park Community Building**
- a. This building is divided into zones or partitions. Contractor staff will be required to disarm the zone in which it is working and, upon completion of services in that area, alarm the zone prior to leaving that zone. Staff shall not disarm all zones simultaneously upon reporting for duty; the building is not globally programmed; rather, each zone is controlled by a dedicated keypad.
 - b. Building tenants conducting evening activities are responsible for disarming and arming only the respective zones in which activities are performed and building access is required.
 - c. Upon the departure of the Contractor staff, all doors, both exterior and interior, shall be closed and locked and the building secured ensuring that all zones are armed.
- K. **General Operational Procedures and Information**
1. **Business Hours.** In general, normal business hours for each location are as follows:
 - a. Gross Towers Administrative Office – 8:30 AM – 4:30 PM, Monday-Friday
 - b. Overlook Park Community Building – 7:30 AM – 5:30 PM, Monday-Friday
 2. **Contractor Storage Areas.** The Housing Authority shall provide a secured designated area for limited storage of Contractor supplies, materials, tools, and equipment; however, the Authority assumes no risk or liability for any damage or loss of these items. All other debris, supplies, materials, tools, and equipment shall be removed from the premises at the end of each work period.
 3. **Property Damage.** The Contractor shall be responsible for all damages caused to the property of the Authority by Contractor personnel and shall compensate the Authority for the repair or replacement of this property to the sole satisfaction of the Authority.
 4. **Lights.** Motion sensors (10-minute cycle) activate the lighting in the corridors and all but a few selected individual rooms and/or offices. Contractor personnel shall not deactivate the light switches that control these sensors.
 5. **Security.**
 - a. Unauthorized persons, including family/friends of the Contractor's staff, shall not be allowed access into the secured building, Administrative Office, and/or into any alarmed areas during the Contract period.
 - b. Contractor's staff shall not access the buildings unless scheduled to performed authorized services.
 - c. Residents shall not be allowed access to the Gross Towers Administrative Office.

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6. There will be **no smoking** in any part of the building areas covered by the specifications. Smoking is allowed within ten (10) feet of any outside entrance to the building.
7. Eating and drinking shall be allowed in designated areas only, such as the Employee Lounge (Room 132) at Gross Towers Administrative Office or the first floor Kitchenette (Room 139) or the second floor Multipurpose Room (Room 211) at the Overlook Park Community Building. All areas shall be cleaned and refuse removed prior to leaving the area.
8. The successful Contractor's personnel will not disturb papers on desks, file cabinets, or tables and will not open drawers or file cabinets, nor use any telephones (*except* in an emergency), radios, coffee makers, typewriters, copy machines, fax machine, or any other equipment.
9. Office equipment WILL NOT BE CLEANED. This equipment includes, but is not limited to, computer CPUs, monitors, and keyboards; printers, copiers, typewriters, fax machines, calculators, and telephones.

III. TECHNICAL SPECIFICATIONS: **BID A – GROSS TOWERS ADMINISTRATIVE OFFICE**

A. Types/Frequencies of Cleaning Services to be Provided

1. **Trash and Recycling Removal**

- a. Collect recyclables in green recyclable containers weekly (Monday); deposit recyclables in designated blue 96-gallon totes.
- b. Empty waste paper can daily; place waste in appropriate collection container.
- c. Reline waste paper can “as needed” or weekly (minimum); liners provided by AHA
- d. Empty and reline garbage cans daily (liners provided by AHA); place waste in appropriate collection container.
- e. Spot clean or wash recyclable containers, waste paper, and garbage receptacles, as required, or on a minimum weekly basis.

2. **Carpet Care**

- a. Vacuum daily, chemically spot clean as required, move chairs, and clean all corners.
- b. Vacuum semi-weekly, chemically spot clean as required, move chairs, clean all corners.
- c. Clean carpets quarterly with shampoo/extraction equipment. Remove all residue from doors, cabinets, furniture, base cove, etc. that remains as a result of the cleaning process.
- d. Clean carpets semi-annually with shampoo/extraction equipment. Remove all residue from doors, cabinets, furniture, base cove, etc. that remains as a result of the cleaning process.
- e. **Carpet Tile (Room 109LL)** (Installed April 2009). Clean carpet tile annually using a ***dry carpet cleaning method only***. Wet extraction method shall not be performed on this carpeting for the duration of the awarded Contract. (Milliken #P/6724 Random). Refer to **Appendix II – Carpet Tile (Lower Level)** for manufacturer’s maintenance specifications.

3. **VCT and Ceramic Tile Floor Care**

- a. VCT or ceramic tile - Sweep and wash daily. Refer to **Appendix II – Ceramic Tile (Corridors)** for manufacturer’s cleaning instructions.
- b. VCT or ceramic tile - Sweep and wash weekly. Refer to **Appendix II – Ceramic Tile (Corridors)** for manufacturer’s cleaning instructions
- c. VCT only - Spray buff weekly, manually clean and prepare edges and corners where floor machine cannot reach.
- d. VCT only - Spray buff VCT monthly, manually clean and prepare edges and corners where floor machine cannot reach.
- e. VCT only - Remove old finish, seal, and re-wax annually.
- f. Ceramic tile only - Machine scrub (bristle brush) with mild, non-acid-based grout cleaner quarterly; wet vacuum tile to extract grime; manually clean and prepare edges and corners where floor machine cannot reach. Refer to **Appendix II – Ceramic Tile (Corridors)** for manufacturer’s cleaning instructions.
- g. Ceramic tile only - Apply water-based impregnator annually in **October or November** of each contract year to protect tile from soil and water penetration; manually clean and prepare edges and corners where floor machine cannot reach. No other finishes shall be applied.

4. **Floor Mat Care**

- a. Vacuum daily.

5. **Cleaning and Detailing**

- a. Dust all horizontal surfaces daily, wash as required (Includes, but is not limited

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to, window sills, handrails, filing cabinets, shelves, ledges, vents, grills, and tables).

- b. Dust all horizontal surfaces weekly, wash as required (Includes, but is not limited to, window sills, handrails, filing cabinets, shelves, ledges, vents, grills, and tables).
- c. Vacuum upholstered furniture monthly, clean any related wood or vinyl surfaces.
- d. Clean and polish desks and overhead storage cabinets weekly on a designated night (Friday). Refer to **Appendix II – The HON Company – Laminate Furniture** for manufacturer’s cleaning instructions for the laminate desktops, cabinets, files, and accessories.

Regarding the desktops and cabinet tops, do only the **desktops** and cabinet **tops** that the employees have removed all papers and personal items.

Equipment such as typewriters, calculators, printers, monitors, CPUs, etc. may remain but *shall not be cleaned*.

- e. Spot clean vinyl/plastic chairs, walls, doors, frames, and switch plate covers on a daily basis as required. This specification includes the removal of cobwebs (high dusting) from ceilings and corners of rooms and corridors.
 - f. Spot clean walls, doors, frames, and switch plate covers on a weekly basis as required. This specification includes the removal of cobwebs from ceilings (high dusting) and corners of rooms and corridors.
6. **Restroom Sanitation to be Completed on a Daily Basis**
- a. Wash and disinfect toilets, urinals, sink basins, and all related plumbing fixtures, hardware, and related piping. Wash partitions and spot clean wall surfaces, doors, and frames.
 - b. Wash mirrors, countertops, and shelves
PLEASE NOTE: To reduce the spread of germs, staff shall remove rubber or latex gloves after sanitizing bathroom(s).
 - c. Replenish expendable items such as hand towels, toilet tissue, urinal deodorizers, and hand soaps as needed. These items will be provided by AHA.
 - d. Ensure that one (1) toilet tissue roll is on the holder and one (1) spare roll is placed on the toilet tank lid or on a nearby shelf. Where large toilet tissue dispensers exist, place a small roll of toilet tissue on top of the dispenser when the dispenser is almost empty.
7. **Kitchen Facilities**
- a. **Room 102B – Executive Director’s Office**
 - 1) Replenish paper towels as needed.
 - 2) Wash and shine range top and stainless steel sink and fixtures daily. Wipe cabinets, cupboards, and exterior surface of refrigerator daily.
 - b. **Room 132 – Employee Lounge**
 - 1) AHA employees are responsible for cleaning and maintaining appliances, dishes and silverware, tables, countertops, sink, and cabinetry.
 - 2) Replenish paper towels as needed.
8. **Glass Areas**
- a. Wash interior and exterior door glass and glass partitions daily removing fingerprints and smudges.
 - b. Wash interior and exterior door glass and glass partitions weekly removing fingerprints and smudges.
PLEASE NOTE: Regarding Room 132, the Employee Lounge, the exterior window glass is not safely accessible and is not included in the scope of work.

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B. Bid A – Gross Towers Administrative Office: Services Required for each Room Number

Refer to the Technical Specifications and Appendix IA: Floor Plan)

Room No.	Room Title	1. Trash Removal	2. Carpet Care	3. Tile Floor Care	4. Floor Mat Care	5. Cleaning/Detailing	6. Restroom Sanitation	7. Kitchen Facilities	8. Glass Areas
100	Executive Secretary	b,c,e	a,d			b,c,d,f			
101	Dir. of Main. Operations	b,c,e	a,d			b,c,d,f			
102	Executive Director	b,c,e	a,d			a,c,d,e			
102A	Exec. Dir. Restroom	b,c,e		a,f		a,e	a,b,c		
102B	Exec. Dir. Kitchen		a,d			a,e		a	
104	Board Room	b,c,e	a,d			a,c,e			
106	Accounting	b,c,e	b,d			b,c,d,f			
107	Comptroller	b,c,e	b,d			b,c,d,f			
108	Accountant	b,c,e	b,d			b,c,d,f			
109UL	Information Technology	b,c,e	b,d			b,c,d,f			b
109LL	Lower Level	b,c,e	b,e	a,f,g		b,c,d,f			b
109LL		Note: Carpet Care (Item 2b) includes stairs to lower level. Note: Cleaning/Detailing (Item 5b) includes railings along stairs to lower level.							
110	Corridor (West Wing)		a,c			b,e			
110		Note: Carpet Care (Items 2a and 2c) includes the carpet areas of #119, and #126.							
110	Corridor (East Wing)			a,f, g	a	b,e			b
112	Restroom (Men)	b,c,e		a,f			a,b,c		
113	Restroom (Women)	b,c,e		a,f			a,b,c		
114A	Conference Room	b,c,e	a,d			a,c,e			b
116	Paper Storage	a		b,d,e		f			

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Room No.	Room Title	1. Trash Removal	2. Carpet Care	3. Tile Floor Care	4. Floor Mat Care	5. Cleaning/ Detailing	6. Restroom Sanitation	7. Kitchen Facilities	8. Glass Areas
118	Central File Room (West Wing)	b,c,e		b,d,e		b,f			
119	Purchasing Clerk	b,c,e	a,c			b,c,d,f			
121	Purchasing Agent	b,c,e	b,d			b,c,d,f			
126	Compliance	b,c,e	a,c			b,c,d,f			
127	Management Aide	b,c,e	b,d			b,c,d,f			b
128	Director of Compliance	b,c,e	b,d			b,c,d,f			b
129	Restroom (Women)	b,c,e		a,f			a,b,c,d		
130	Restroom (Men)	b,c,e		a,f			a,b,c,d		
132	Employee Lounge	a,d,e		a,c,e	a	a, e		b	b
133	Restroom	b,c,e		a,f			a,b,c,d		
134	(Vacant)	b,c,e	a,c			b,c,d,e			b
137	Mobility Coordinator	b,c,e	a,c			b,c,d,e			
138	Management	b,c,e	a,c			b,c,d,e			
139	Conference Room	a,b,c,e	a,c			b,c,d,e			
140	File Room (East Wing)	b,c,e		b,d,e		b,f			
141	Social Services Dir.	b,c,e	a,c			b,c,d,e			
142	HCVP Director	b,c,e	a,c			b,c,d,e			
143	Property Manager	b,c,e	a,c			b,c,d,e			
144	Property Manager	b,c,e	a,c	a,f,g		b,c,d,e			a
145	Waiting List	b,c,e	a,c	a,f,g		b,c,d,e			a

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Room No.	Room Title	1. Trash Removal	2. Carpet Care	3. Tile Floor Care	4. Floor Mat Care	5. Cleaning/ Detailing	6. Restroom Sanitation	7. Kitchen Facilities	8. Glass Areas
146	Waiting List	b,c,e	a,c	a,f,g		b,c,d,e			a
147	Receptionist	b,c,e	a,c			b,c,d,e			a
148	Waiting Room			a,f,g	a	a,e			a
149	Vestibule/ Corridor			a,f,g	a	a,e			a

IV. TECHNICAL SPECIFICATIONS: **BID B – OVERLOOK PARK COMMUNITY BUILDING**

A. Types/Frequencies of Cleaning Services to be Provided

1. **Trash and Recycling Removal**

- a. Collect recyclables in green recyclable containers weekly; deposit recyclables in designated areas.
- b. Empty waste paper can daily; place waste in appropriate collection container.
- c. Reline waste paper can “as needed” or weekly (minimum); liners provided by the Contractor.
- d. Empty and reline garbage cans daily (liners provided by the Contractor); place waste in appropriate collection container.
- e. Spot clean or wash recyclable containers, waste paper, and garbage receptacles, as required, or on a minimum weekly basis.
- f. Sweep exterior entrance within a ten (10) foot area collecting and disposing debris and cigarette butts daily.

2. **Carpet Care**

- a. Vacuum daily, chemically spot clean as required, move chairs, and clean all corners.
- b. Vacuum semi-weekly, chemically spot clean as required, move chairs, clean all corners.
- c. Clean carpets quarterly with shampoo/extraction equipment. Remove all residue from doors, cabinets, furniture, base cove, etc. that remains as a result of the cleaning process.
- d. Clean carpets semi-annually with shampoo/extraction equipment. Remove all residue from doors, cabinets, furniture, base cove, etc. that remains as a result of the cleaning process.

3. **VCT and Ceramic Tile Floor Care**

- a. VCT or ceramic tile - Sweep and wash daily.
- b. VCT or ceramic tile - Sweep and wash weekly.
- c. VCT only - Spray buff/burnish weekly, manually clean and prepare edges and corners where floor machine cannot reach.
- d. VCT only - Spray buff/burnish VCT monthly, manually clean and prepare edges and corners where floor machine cannot reach.
- e. VCT only - Remove old finish, seal, and re-wax semi-annually.
- f. Ceramic tile only - Machine scrub (bristle brush) with mild, non-acid-based grout cleaner semi-annually; wet vacuum tile to extract grime; manually clean and prepare edges and corners where floor machine cannot reach.

4. **Hardwood Floor Care**

- a. Dry mop flooring with soft, non-abrasive cloth daily. Spot clean spills with slightly damp soft cloth and dry.

5. **Floor Mat and Stair Tread Care**

- a. Vacuum floor mats daily.
- b. Sweep and wash rubber stair treads weekly.

6. **Cleaning and Detailing**

- a. Dust all accessible horizontal surfaces daily, wash as required (Includes, but is not limited to, window sills, handrails, filing cabinets, shelves, ledges, vents, grills, and tables). Lightly dust/featherdust table accents, lamps, artificial plants, and wall hangings.

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- b. Dust all accessible horizontal surfaces weekly, wash as required (Includes, but is not limited to, window sills, handrails, filing cabinets, shelves, ledges, vents, grills, tables, and stairwell bannisters). Lightly dust/featherdust table accents, lamps, artificial plants, and wall hangings.
- c. Vacuum upholstered furniture monthly, dust or clean any related wood or vinyl surfaces
- d. Clean and polish computer desks and keyboard trays weekly. Electronics and/or computer components *shall not be moved or cleaned*. Only the horizontal surfaces around this equipment shall be cleaned.
- e. Clean and polish desks and overhead storage cabinets weekly on a designated night (Friday).

Regarding the desktops and cabinet tops, do only the **desktops** and cabinet tops from which the employees/tenants have removed all papers and personal items. Equipment such as telephones, typewriters, calculators, printers, monitors, CPUs, and any other equipment may remain but *shall not be moved or cleaned*.
- f. Spot clean walls, doors, frames, and switch plate covers on a daily basis as required. This specification includes the removal of cobwebs (high dusting) from ceilings and corners of rooms and corridors. Elevator walls, doors, and handrails shall be cleaned with a stainless steel cleaner.
- g. Spot clean walls, doors, frames, and switch plate covers on a weekly basis as required. This specification includes the removal of cobwebs from ceilings (high dusting) and corners of rooms and corridors.
- 7. **Restroom Sanitation to be Completed on a Daily Basis**
 - a. Wash and disinfect toilets, urinals, sink basins, and all related plumbing fixtures, hardware, and related piping.
 - b. Sanitize hand rails, grab bars, and exterior of waste receptacles and dispensing units.
 - c. Wash partitions, mirrors, countertops, and shelves. Spot clean wall surfaces, doors, and frames. PLEASE NOTE: To reduce the spread of germs, staff shall remove rubber or latex gloves after sanitizing bathroom(s).
 - d. Replenish expendable items such as hand towels, toilet tissue, urinal deodorizers, liquid hand soap, sanitary napkins, sanitary napkin receptacle liners, trash liners, and toilet seat liners, as needed. These items shall be provided by the Contractor as part of the bid offered. Ensure that one (1) toilet tissue roll is on the holder and one (1) spare roll is placed on the toilet tank lid or nearby horizontal surface.
- 8. **Kitchen Facilities**
 - a. Replenish paper towels as needed. Contractor shall supply this item as part of the bid offered.
 - b. Scour and dry stainless steel sink and fixtures daily.
 - c. Clean and sanitize tables and countertops daily.
 - d. Wipe exterior of cabinetry weekly.

Building tenants are responsible for cleaning and maintaining all appliances (coffee pots, refrigerators, microwaves, etc.).
- 9. **Glass Areas and Water Fountains**
 - a. Wash interior and exterior door glass and glass partitions daily removing fingerprints and smudges.
 - b. Wash interior and exterior door glass and glass partitions weekly removing fingerprints and smudges.
 - c. Wash first floor interior and exterior building entrance door glass transoms and glass areas above 5'6" quarterly
 - d. Sanitize and polish drinking fountain.

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Allentown, Pennsylvania 18102-2191

B. Room 150: Special Conditions

1. The current tenant occupying this classroom is Headstart of the Lehigh Valley. Because of regulatory guidelines, the organization's personnel is responsible for maintaining the cleanliness of the environment and assumes many of the daily tasks otherwise assigned to the Contractor. Therefore, please note carefully the abbreviated task list for this room in Section IV, Item C.
2. The organization will vacate the premises from approximately June 1 – August 1 for summer vacation. Prior to vacating personnel will pack the contents of the classroom and move all furniture so that the annual VCT floor care service may be performed by the Contractor.

Scope of Work

1339 Allen Street
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C. Bid B – Overlook Park Community Building: Services Required for each Room Number (Refer to the Technical Specifications and Appendix IB: Floor Plan)

Room No.	Room Title	1. Trash & Recycling Removal	2. Carpet Care	3. Floor Care	4. Hardwood Floor Care	5. Floor Mat Care	6. Cleaning/ Detailing	7. Restroom Sanitation	8. Kitchen Facilities	9. Glass Areas
FIRST FLOOR										
L1	Lobby (Office)	b,f		a,c,e		a	a,c,f			a,c,d
O1	Office	b,c,e	b,d				b,c,e,g			b
O2	Office	b,c,e	b,d				b,c,e,g			b
T1	Restroom	b,d,e		a,f				a,b,c,d		
104	Conference Room	b,c,e			a		b,c,g			b
105	Reception	b,c,e			a	a	a,c,e,f			a
109	Workroom/ Kitchen	a,b,c,d,e			a		b,f		a,b,c,d	
110	Office	b,c,e			a		b,c,e,g			b
C1	Corridor			a,c,e			a,f			a
E1/E2	Elevator			a,c,e			a,f			
L2	Lobby (Elevator)			a,c,e		a	a,f			a,c
S1	Stairwell			b,e		b	b,g			b
T2	Restroom (Women)	b,c,e		a,f				a,b,c,d		
T3	Restroom (Men)	b,c,e		a,f				a,b,c,d		
123	Classroom	b,c,e	a,c				b,c,d,e,g			
126	Office	b,c,e	a,c				b,c,d,e,g			b
133	Classroom	b,c,e	a,c				b,c,d,e,g			b
135	Office	b,c,e	a,c				b,c,d,e,g			b
S2	Stairwell			b,e		b	b,g			b
139	Kitchen	a,b,c,d,e		a,d,e			b,f		a,b,c,d	b

**INVITATION TO BID
and PROPOSAL**

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

Section 4

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Scope of Work

1339 Allen Street
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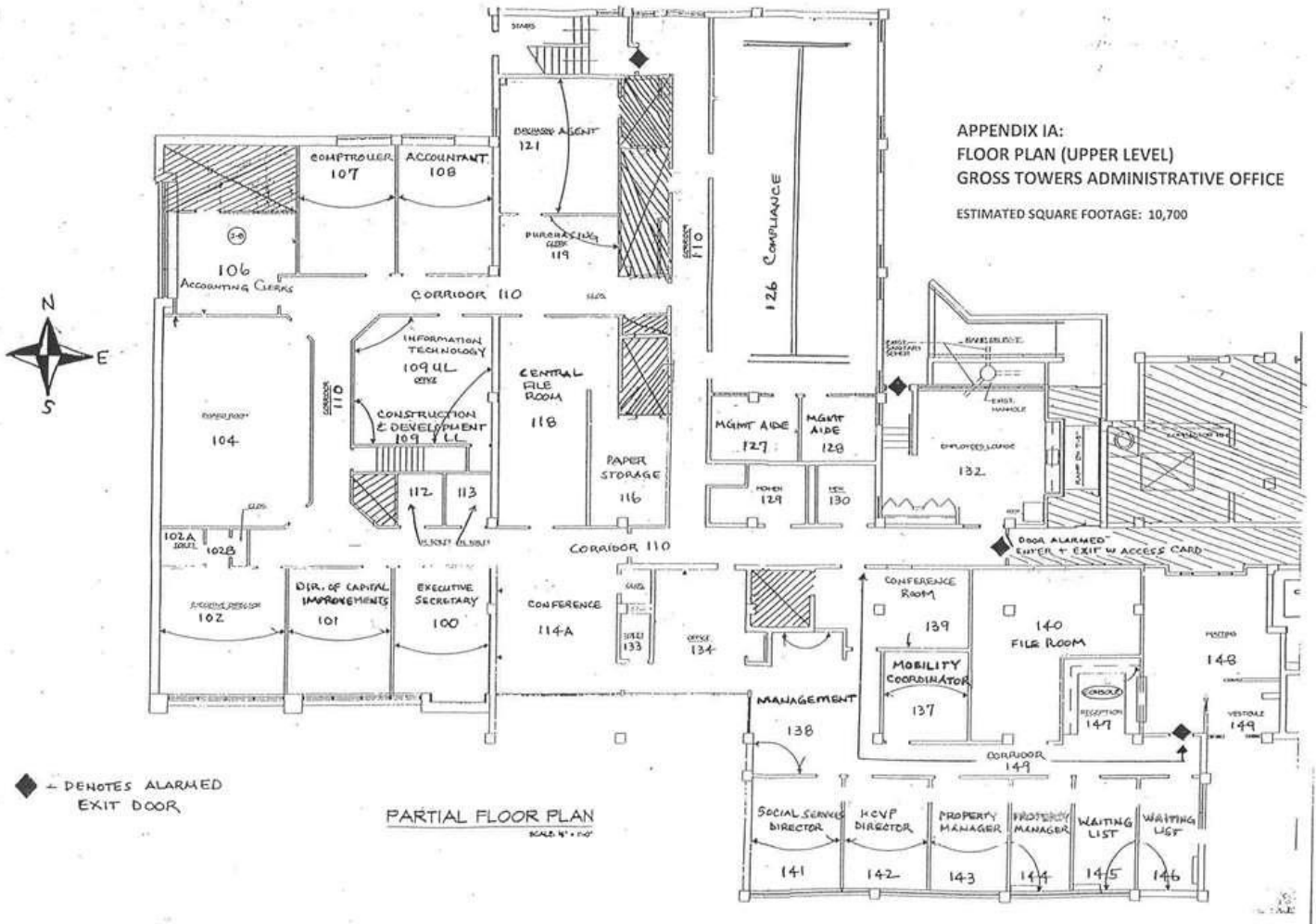
Room No.	Room Title	1. Trash & Recycling Removal	2. Carpet Care	3. Floor Care	4. Hardwood Floor Care	5. Floor Mat Care	6. Cleaning/ Detailing	7. Restroom Sanitation	8. Kitchen Facilities	9. Glass Areas
150	Classroom	a,b,c,d,e		a,d,e		a			a	a
T4	Restroom (Children)	b,c,e		a,f				a,b,c,d		
T5	Restroom (Children)	b,c,e		a,f				a,b,c,d		
L3	Lobby (Classroom)			a,c,e		a	a,f			a,c
SECOND FLOOR										
C2	Corridor			a,c,e			a,f			a
L4	Lobby (Elevator)			a,c,e			a,f			a
T6	Restroom (Men)	b,c,e		a,f				a,b,c,d		
T7	Restroom (Women)	b,c,e		a,f				a,b,c,d		
204	Conference Room	b,c,e	b,c				b,c,g			b
205	Office	b,c,e	b,c				b,c,e,g			b
206	Information Technology	RESTRICTED AREA: NO SERVICES REQUIRED								
207	Office	b,c,e	b,c				b,c,e,g			b
208	Computer Lab	b,c,e	a,c				b,c,d,e,g			b
209	Computer Lab	b,c,e	a,c				b,c,d,e,g			b
211	Multipurpose Room	a,b,c,d,e		a,c,e			a,c,f		a,b,c,d	a

Scope of Work

1339 Allen Street
Allentown, Pennsylvania 18102-2191

APPENDIX IA

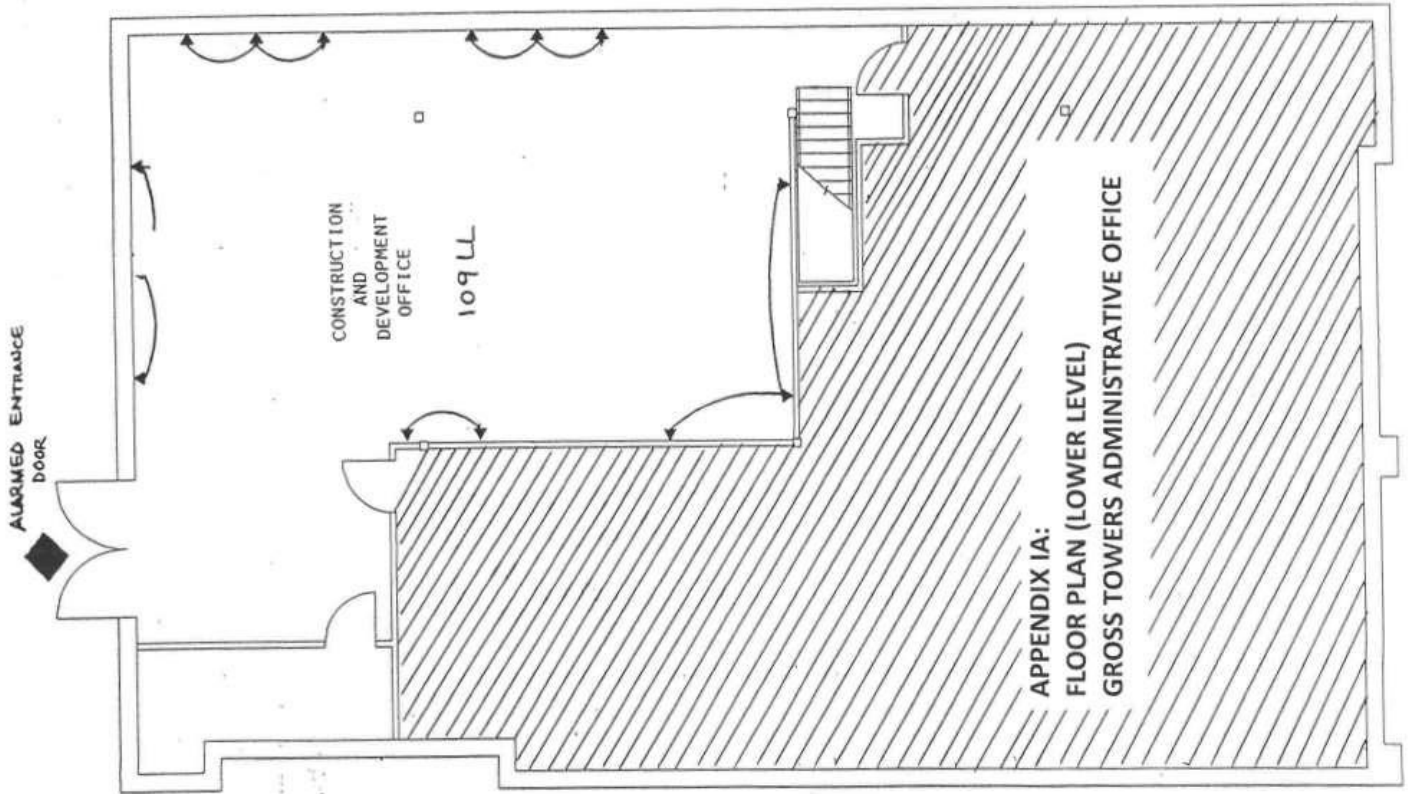
Gross Towers Administrative Office: Floor Plan



1339 Allen Street
Allentown, Pennsylvania 18102-2191

APPENDIX IA

Gross Towers Administrative Office: Floor Plan (Continued)

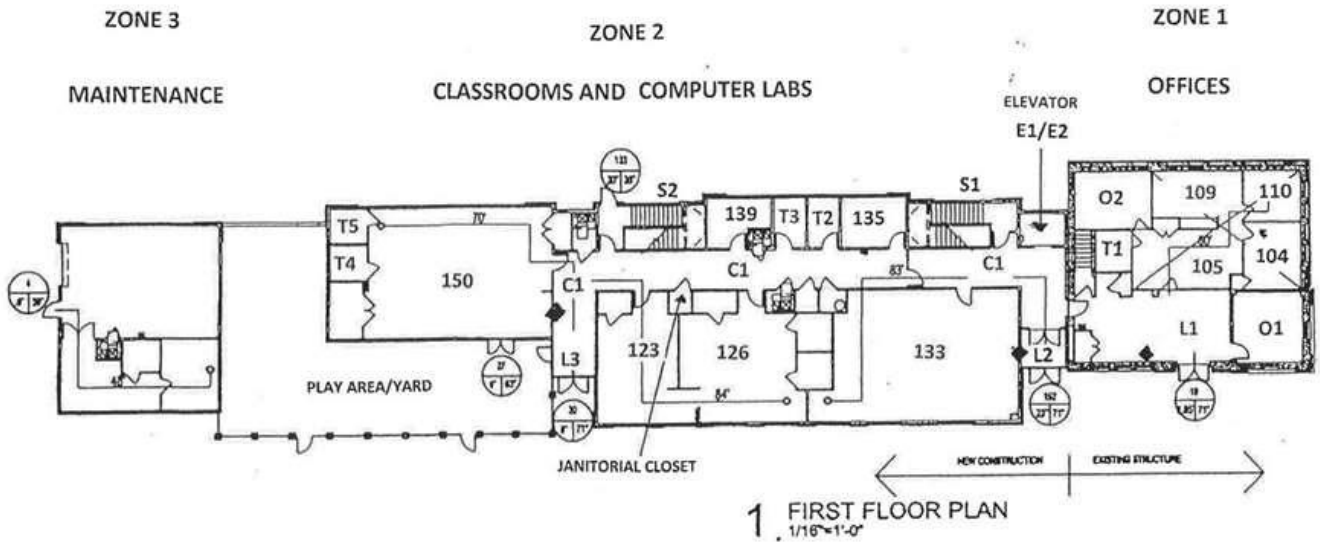


Scope of Work

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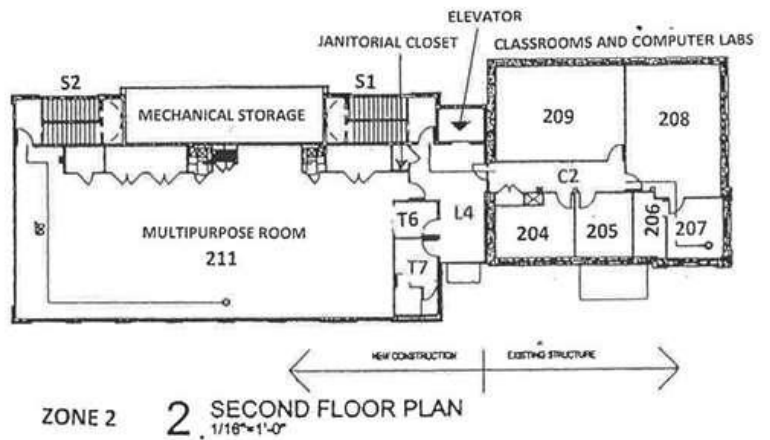
APPENDIX IB

Overlook Park Community Building: Floor Plan



◆ KEYPAD (ALARM SYSTEM)

APPENDIX IB: FLOOR PLAN
OVERLOOK PARK COMMUNITY BUILDING



APPENDIX II

THE HON COMPANY: LAMINATE DESKS, CABINETS, FILES, ACCESSORIES

CLEANING TIP NOTES

Cleaning Tips:

Everyday cleaning of our products is as simple as a quick wipe with a damp sponge. All resist muddy fingerprints, coffee spills and so much more.

Be sure to read and follow the recommended care and cleaning procedures:

To clean the surface, use a damp cloth or sponge and a mild soap or detergent.

Difficult stains such as coffee or tea can be removed using a mild household cleaner/detergent and a soft bristled brush, repeating as necessary.

If a stain persists, use a paste of baking soda and water and apply with a soft bristled brush.

Light scrubbing for 10 to 20 strokes should remove most stains. Although baking soda is a low abrasive, excessive scrubbing or exerting too much force could damage the decorative surface, especially if it has a gloss finish.

Stubborn stains that resist any of the above cleaning methods may require the use of undiluted household bleach or nail polish remover. Apply the bleach or nail polish remover to the stain and let stand *no longer than two minutes*. Rinse thoroughly with warm water and wipe dry. This step may be repeated if the stain appears to be going away and the color of the laminate has not been affected.

WARNING:

Prolonged exposure of the laminate surface to bleach will cause discoloration.

Special Tips:

Always rinse laminate surfaces after cleaning! Failure to rinse after cleaning is the single greatest cause of damage to a laminate surface. If even a small amount of cleaning solution remains on the surface, moisture from cups or dishes can reactivate it and result in permanently-etched scars. Always rinse thoroughly with clean water and a clean cloth.

To keep the surface beautiful, use a **non-oily furniture spray**. (Remember to clean the spray off several times a year to prevent build up.) Furniture polish can also help hide fine scratches in the surfaces.

Caution Notes:

Acidic or **abrasive** cleaners can damage laminate surfaces; **do not use them**.

Drain cleaners containing **lye** will permanently damage surface.

Hair, textile, and food dyes can cause permanent stains. If dye should happen to spill, wipe it up immediately with dishwashing detergent or an all-purpose cleaner.

Rust re-overs contain harsh chemicals which will quickly cause permanent damage. If a spill occurs, wipe off all residue immediately, wash thoroughly with soapy water and rinse several times.

Toilet bowl cleaners contain harsh chemicals that can cause permanent damage. If spills occur, wipe up immediately, wash surface with soapy water and rinse several times.

APPENDIX II: CERAMIC TILE (CORRIDORS)

CERAMIC TILE -ROUTINE CARE

Cleaning Tips:

Contaminants and spills on a glazed ceramic tile are, generally, easier to clean than other surfaces. Glazed tile products should be cleaned routinely with an all-purpose, low VOC household or commercial cleaner. The product chosen should also be grout joint cleaning compatible. The type or product may vary depending on the tile application and use. A multipurpose spray cleaner, which removes soap scum, hard water deposits, and mildew designed for every day use, can be used on wall tile areas in residential baths and showers.

The entire area should be cleaned and scrubbed with cleaner solution through the use of a cotton mop, cloth, sponge, or non-metallic brush. The entire area should be rinsed with clean water to remove any cleaning solution residue. Remember that you should sweep or vacuum floor areas prior to cleaning to remove any dust or debris. Routine cleaners should never contain hazardous or polluting products including, but not limited to acids or ammonia. Acids can damage the grout and the glazed surface of the tile, and ammonia can discolor the grout.

Unglazed tile should be cleaned routinely with concentrated tile cleaners that have a neutral pH for safe regular use. These cleaners are better suited at removing grease, oils and normal spills from unglazed products. Again these products will vary depending on the application, amount of traffic and the use. The product chosen should also be compatible with cleaning the grout joints at the same time.

CERAMIC TILE -GROUT CARE

Grout is the material used to fill the spaces between the individual tiles. Grout comes in many colors. While color is important to the final finished look of the tile installation, it has little effect on the functionality of the grout. The purpose of grout is, simply, to fill the joint between the tiles and becomes a permanent, integral component of the finished installation.

Grout Maintenance

Grout needs to be cleaned on a periodic basis to remove any surface build-up. Routine grout cleaning can be done with a daily concentrated household or commercial cleaner depending on the application. When heavy duty grout cleaning is required, you will need to use a professional strength Tile & Grout cleaner that is capable of removing grease, soap scum, body oil, mildew stains, algae, and synthetic or acrylic waxes from the grout joints. However, such a product should contain non-polluting chemicals and low VOC levels. This type of product can be purchased from most Home Centers, or through your local professional Floor Covering Dealer

APPENDIX II: CARPET TILE (LOWER LEVEL)

MILLIKEN CARPET MAINTENANCE SPECIFICATIONS

Introduction

Carpet is a long-term investment and requires a maintenance program to protect and prolong its appearance. Programmed maintenance is also the key to extending the life expectancy of carpet. Every building must have clean, healthy carpet every day of the year. This can be accomplished by the selection of the maintenance system that best meets the facility's needs. The next step is to program the system so as to provide great looking carpet every day and at the same time protect the carpet investment by extending the beauty and life of the carpet surfaces.

DAILY ACTIVITIES

Vacuuuming

Proper vacuuming is one of the most important parts of a total preventative program. Ineffective equipment or procedures will accelerate the appearance loss of the carpet by allowing dirt and grit to penetrate the pile surface. The accumulation of this soil, especially the smaller respirable particulates, can lead to Indoor Air Quality problems. The janitorial/housekeeping staff is typically assigned the task of scheduling vacuuming. Vacuuming frequencies should be determined by four factors:

1. Type of carpet installed and appearance expectation.
2. Type and quality of vacuum used.
3. Expected traffic for each area of the facility.
4. Soiling environment of each area of the facility.

The amount of vacuuming performed should be in direct proportion to the amount and location of the traffic. Areas near entryways, lobbies, elevators, and ground floors are considered heavy soiling areas and require more frequent vacuuming. By spending more time on heavily trafficked areas with a vacuum program, less soil is tracked farther into the building. Vacuum heavy traffic areas with regularity, even if soil is not visible.

The upright vacuum machine with brush action is effective for soil removal. The action of the brush agitates the pile surface of the carpet and brushes soil from the fibers. The vacuum motor and suction then removes the soil from the carpet.

Vacuum bags should be emptied frequently, and never allowed to become more than one-quarter full. As bags fill up, vacuum efficiency decreases. When vacuuming heavy traffic areas bags should be checked and emptied often. Top fill vacuums are more efficient than other types.

Typical vacuuming frequencies are as follows:

HIGH TRAFFIC:

Every full workday. All entrances, exits, lobbies, food service areas, main corridors, elevators, funnel and pivot points. The vacuum should make a minimum of three passes in all high traffic areas.

MEDIUM TRAFFIC:

Every other workday. All secondary corridors, conference rooms, and private offices

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LOW TRAFFIC:

Once a week. Minimal use corridors, rarely used conference rooms and training rooms. Daily vacuuming of high traffic areas should be performed with a two motor top fill upright with nylon bristle brushes.

Minimum Specifications for Vacuums

Total Wattage:	900 watt
Vacuum Motor:	750 watt one horsepower
Brush Motor:	150 watt
Vacuum Performance:	69 inches
Air Volume:	91 CFM
Cable:	40 foot, 18 gauge
Bag Fill Location:	Top Fill
Bag Capacity:	300 cubic inches
Housing:	Injection molded, high-impact ABS plastic
Filtration System:	Minimum 95% efficiency for dust and contaminants to .3 microns in size.

Pile Brushing

Pile brushing is a recommended supplement to routine vacuuming in high traffic area, under chairs and in pivot point areas. The pile brush lifts the carpet fibers to an upright position, while removing embedded soils, and extending carpet life. Frequency of pile brushing should be weekly in high traffic areas, monthly in medium traffic areas and quarterly in low traffic areas. For best results, pile Brushing should be performed with a Certified Pile Brush, manufactured by Nilodor, Inc.

Pile Brush Specifications

Vacuum Motor:	3/4 horsepower
Brush Motor:	1/2 horsepower
Brush Size:	4" diameter, 15" length
Brush Type:	Self-leveling, reversible, vegetable fill or solid core, Nylon tufted
Cable:	50 foot
Filtration System:	Cloth zippered bag with a paper bag insert. This is critical for proper retrieval

The following procedures should be followed when operating the pile lifter:

1. Determine the direction of the pile lay.
2. Move the brush to the starting position. The pile brush must be pulled against the pile direction to be most effective.
3. Pull the brush backward, placing as much weight on the brush as possible without lifting the rear wheels.
4. Repeat until the entire area has been completed.

Spot Cleaning

Spots and stains are one of the biggest detriments to high appearance levels. In order to maintain a consistent appearance level between periodic maintenance, it's critical that spots and stains be removed on a daily basis. In most cases, daily spotting is the responsibility of the janitorial or housekeeping staff.

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All chemicals used in this daily spotting program should:

1. Be proven low emitters of volatile organic compounds in the indoor environment.
2. Have current Material Safety Data Sheets (M.S.D.S.'s) available.
3. Be proven to leave minimal amounts of residue on the fiber of the carpet.
4. Be compatible with the chemicals used in the system for the overall planned preventive maintenance program.

Spills and spots should be attended to as soon as possible. The longer contaminants remain on the carpet fibers, the harder and more difficult the spots or stains are to remove. Spot cleaning is an important phase of the overall maintenance program, and when correctly performed, will provide and even, overall appearance to the carpet. Place emphasis on actually removing the spot during the process. Keep the carpet as dry as possible. If loosened too quickly with too much liquid, the foreign matter can run down man-made hydrophobic fibers deeper into the pile.

Spot removal is a precise science. Many spots, if addressed immediately and correctly, are easily removed. Soft drinks, coffee, gum, and mud fall into this category. More difficult spots to remove would be nail polish, shoe polish, auto greases, and urine. Spots that only a professional cleaner should attempt either due to the hazardous nature of the required chemicals needed to remove the spot or the permanent damage that improper techniques might produce in the carpet are rusts, paints, flooding, medicines, ink, furniture stains, and dyes.

Patience is a must. Do not over wet the spot because you may run the contaminant deeper into the face yarn and into the carpet back. Most heavy liquid spills will work their way back to the carpet pile surface because the carpet back can act as a reservoir for the spill. Sometimes a spot will return even after we think it has been removed. This is due to some of the contaminant being left in the carpet back and wicking back to the surface. Sometimes the spotting material may leave a sticky residue that collects soil and causes the spot to return. The return of a spot following removal is no reflection on the carpet. Re-treating these types of spills will eventually eliminate their return.

Pretest Every Cleaning Agent

1. Test the spotting products to be used on a scrap piece of the same carpet first. If no carpet scrap is available, test in an inconspicuous area. Allow test area to completely dry; then check for any color change, do not continue. Pretest additional products until a safe spotting agent is found or call a professional cleaning technician.
2. Remove any dry spill with the use of a spotting brush and bone spatula to scrape up the dry residue. (This process is very efficient for mustard and ketchup.) Then dry vacuum the area.
3. Blot up wet spills immediately with a white absorbent cotton cloth, a layer of white towels, or an absorbent dry cleaning compound.

Wet Spotting

1. The general rule is that unless you know the origin of the stain and have determined that a wet spotter is required, you should always start with a nonflammable dry cleaning solvent (available through a janitorial supply company.) Work from the outer edge of the spot toward the center to avoid enlarging the spot. Never pour any dry cleaning solvent – or any other liquid cleaner – directly onto the carpet as this causes penetration into the carpet back that can produce buckling and deterioration of the backing system. Rather, pour a small amount of solvent on the cloth and then gently apply to the spot. Blot the area with a dry white cotton cloth (or paper towels). Work the spot by alternately

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- moistening and blotting. When there is no longer any transfer of the spot substance to the cloth, allow the area to dry thoroughly.
2. When stain has been removed, completely rinse the area with tap water on a towel to remove spotting agents and any residue. In some carpet colors a slight "white halo" may remain. Immediately vacuum with wet/dry vacuum. Blot with a stock of white paper towels until the moisture is absorbed.

Gum Removal

An Aerosol Gum Remover should be used for removal of chewing gum. Spray the chewing gum until it freezes. The gum can then be easily removed by breaking it into pieces with a blunt instrument. Vacuum the frozen pieces immediately before they re-soften. Use care to not pull carpet tufts from primary backing or cause excessive "fuzzing"

Wet Extraction

1. Clear the area of chairs and small furnishings.
2. Spot clean entire area using appropriate spotting techniques.
3. Pile lift the entire area with recommended equipment
4. Extract the area with warm water only (not exceeding 135 degrees Fahrenheit). Continue extraction until clear water is being recovered from the carpet.
CAUTION – Do not over wet the carpet.
5. Allow time for the area to completely dry.
6. Additional pile-lifting may be necessary in areas that still show signs of Crushing.
7. Move chairs and small furnishing back to original positions.

NOTE: This complete cleaning process may need to be accomplished on multiple (or consecutive days) at the cleaning site due to the time required for the carpet to completely dry before the final cleaning.

If the area to be cleaned is heavily soiled with any oily or greasy substance, then spray a fine mist of precondition over the area five to ten minutes prior to extraction cleaning. Hot water extraction injects the carpet face yarn under pressure, then immediately extracts the dirt and grime. Very little moisture is left in the carpet to air dry. The cleaning solution nozzle pressure should be a maximum of 400 psi, which is gentle enough not to damage the carpet pile yarn and low enough not to inject water under carpet modules. The maximum dry time is 2 – 4 hours.

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APPENDIX III: SAMPLE OF LOG BOOK

DATE	TIME		EMPLOYEE NAME (PLEASE PRINT)	EMPLOYEE SIGNATURE
	SIGN IN	SIGN OUT		
COMMENTS:				
DATE	TIME		EMPLOYEE NAME (PLEASE PRINT)	EMPLOYEE SIGNATURE
	SIGN IN	SIGN OUT		
COMMENTS:				

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1339 Allen Street
Allentown, Pennsylvania 18102-2191

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, 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. **Bid A – Gross Towers Administrative Office**, 1339 W. Allen Street, Allentown, PA 18102
Office Cleaning Services in accordance with the specifications and drawings as detailed in **Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023** for the one (1)-year Base Contract period of **September 1, 2020, through August 31, 2021**.

<u>Contract Period</u>	<u>Cost per Week</u>		<u>Weeks per Period</u>		<u>Total for Base Contract</u>
Base Contract 09/01/20 – 08/31/21	\$ _____	X	52	= \$	_____

Optional Extension Years

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. In order to be considered for award of contract, bidders must offer a cost for each of the two optional extension years.

<u>Contract Period</u>	<u>Cost per Week</u>		<u>Weeks per Period</u>		<u>Total for Period</u>
Optional Extension Year 1 09/01/21 – 08/31/22	\$ _____	X	52	= \$	_____
Optional Extension Year 2 09/01/22 – 08/31/23	\$ _____	X	52	= \$	_____

Gross Towers Administrative Office
Grand Total: \$ _____

(Print **GRAND TOTAL** Cost for three (3) years above)

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- B. **Overlook Park Community Building**, 445 Hanover Avenue, Allentown, PA 18109
Office Cleaning Services in accordance with the specifications and drawings as
detailed in **Bid No. 2020-009-900-50-4430023/2020-010-000-50-4430023** for the period
of **September 1, 2020, through August 31, 2021.**

<u>Contract Period</u>	<u>Cost per Week</u>	<u>Weeks per Period</u>	<u>Total for Base Contract</u>
Base Contract 09/01/20 – 08/31/21	\$ _____	X 52	= \$ _____

Optional Extension Years

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. In order to be considered for award of contract, bidders must offer a cost for each of the two optional extension years.

<u>Contract Period</u>	<u>Cost per Week</u>	<u>Weeks per Period</u>	<u>Total for Period</u>
Optional Extension Year 1 09/01/21 – 08/31/22	\$ _____	X 52	= \$ _____
Optional Extension Year 2 09/01/22 – 08/31/23	\$ _____	X 52	= \$ _____

**Gross Towers Administrative Office
Grand Total:**

\$ _____

(Print **GRAND TOTAL** Cost for three (3) years above)

2. ADDITIONAL INFORMATION REQUIRED WHEN SUBMITTING BID NO. 2020-009-900-50-4430023/2020-010-000-50-4430023:

AVAILABLE WEEKLY STAFF HOURS

	<u>Gross Towers Administrative Office</u>	<u>Overlook Park Community Building</u>
Total minimum weekly staff hours available:	_____	_____
Total maximum weekly staff hours available:	_____	_____

3. 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.

1339 Allen Street
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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.

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.

[SIGNATURES TO FOLLOW]

1339 Allen Street
Allentown, Pennsylvania 18102-2191

COMPANY: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME : _____

TITLE: _____

DATE: _____

ADDRESS: _____

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 _____.

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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. _____

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

15. 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.

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**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.	

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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)

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**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.

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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.

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1339 Allen Street
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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**

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1339 Allen Street
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Contract Sample

Bid No. 2020-009-900-50-4430023/
2020-010-000-50-4430023

Contract No.

OFFICE CLEANING SERVICES
Two Properties, Allentown PA

This Agreement for Office Cleaning Services (“Agreement”), is made and entered into this ____ day of September, 2020, 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 May 28, 2020, the Authority requested Bids for Office Cleaning 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 Scope of Work with General Conditions, General Specifications, and Technical Specifications applicable to this Agreement; and

WHEREAS, by way of a Bid Response dated July 7, 2020, the Contractor submitted a bid (hereinafter referred to as the “Contractor Proposal”) to provide Office Cleaning 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 Office Cleaning 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.

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Contract Sample

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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) General Specifications; (c) Technical Specifications; (d) Stipulation Against Liens; (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 September 1, 2020, and automatically terminate on August 31, 2021. The periods September 1, 2021 – August 31, 2022 and September 1, 2022 – August 31, 2023, 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 weekly or monthly basis for the work performed in the prior week or 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.

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

4.01 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.

4.02 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.

4.03 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.

4.04 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.

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

4.06 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.

4.07 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 materials on site.

4.08 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.

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4.09 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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 5
REPRESENTATIONS AND WARRANTIES

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

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- 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.

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5.02 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 6
INDEMNIFICATION

6.01 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.

6.02 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.

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6.03 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.

6.04 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.

6.05 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.

6.06 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.

6.07 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 7
INSURANCE

7.01 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

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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.

7.02 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.

7.03 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.

7.04 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.

7.05 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 8
NON-DISCRIMINATION

8.01 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.

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8.02 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 9
LIMITS OF LIABILITY

9.01 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.

9.02 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 10
DEFAULT AND TERMINATION

10.01 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.

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10.02 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.

10.03 In addition to termination of this Agreement upon a default by Contractor as provided in this Article 10, 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.

10.04 All the above in this Article 10 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 11
INDEPENDENT CONTRACTOR/THIRD PARTY BENEFICIARIES

11.01 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.

11.02 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.

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ARTICLE 12
NOTICE

12.01 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 13
MISCELLANEOUS

13.01 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

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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.

13.02 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.

13.03 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.

13.04 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.

13.05 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.

13.06 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.

13.07 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.

13.08 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.

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13.09 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.

13.10 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.

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: _____

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EXHIBIT A

IFB

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EXHIBIT B

Contractor's Proposal

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Stipulation Against Liens

**IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW**

**THE HOUSING AUTHORITY OF THE)
CITY OF ALLENTOWN, PENNSYLVANIA)**

Owner)

Vs.)

No.)

ABC Company Inc.)

Contractor)

STIPULATION AGAINST LIENS

WHEREAS, The Housing Authority of the City of Allentown, Pennsylvania (the "Owner"), a public housing authority existing as a body politic and corporate of the Commonwealth of Pennsylvania, with its principal office located at 1339 Allen Street, Allentown, Pennsylvania 18102, is about to execute contemporaneously herewith a contract with ABC Company Inc. ("the Contractor") having an office at 78 South Trooper Rd., Allentown, PA 19067, an entity either organized, or existing and authorized to do business under the laws of the Commonwealth of Pennsylvania for providing all labor, materials, equipment and services and perform all work required for the completion of Contract No. 2020-010-000-50-4430023, in Allentown, Pennsylvania, as more fully described in Exhibit "A" which is attached hereto and incorporated here by reference, as set forth in the Lehigh County Office of the Recorder of Deeds.

NOW, on Thursday, August 1, 2020 at the time of and immediately before the execution of the principal contract, and before any authority has been given by the Owner to the Contractor to commence work on said building or the improvements thereto or to purchase materials for the same, it is hereby stipulated and agreed by and between said parties, as part of said contract and for the consideration therein set forth, that neither the undersigned Contractor, nor any Sub-Contractor or materialman, nor any other person furnishing labor or materials to the said Contractor under this contract entered into between said parties, shall file a lien for work performed or material furnished to said building, improvements, or any portion thereof and the Contractor has posted with Owner a bond guaranteeing payment for labor and materials provided by subcontractors and materialmen.

This stipulation is made and intended to be filed with the Clerk of Courts, Lehigh County, within ten (10) days following the date set forth hereinabove, in accordance with the requirements of the Act of August 24, 1963, P.L. 497, as amended.

[Signatures on following page]

IN WITNESS WHEREOF, the said parties have hereunto set their respective hands and seals the day and year aforesaid.

**THE HOUSING AUTHORITY OF THE
CITY OF ALLENTOWN, PENNSYLVANIA**



BY _____(SEAL)
Daniel R. Farrell, Executive Director

Vendor's Name

ATTEST:

Denise Miller, AR Administrator

BY _____(SEAL)
Mark A. xixixixdj, President

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, 2020		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-end;"> <div style="width: 45%;"> <p style="text-align: center;"> <u>Eric Ramoth, Sr. Labor Stds. Spec.</u> HUD Labor Relations (Name, Title, Signature)</p> </div> <div style="width: 45%; text-align: center;"> <p><u>JAN 10 2020</u> Date</p> </div> </div>					
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	
Maintenance Laborer		\$15.57		\$10.54	
Maintenance Aide		\$18.03		\$10.54	
Maintenance Mechanic		\$20.48		\$10.54	
Maintenance Mechanic M4 (4)		\$25.39		\$10.54	
Groundskeeper		\$11.50		\$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> <div style="text-align: center;"> LR Staff Initial</div>	
				FOR HUD USE ONLY LR2000: Log in: Log out:	

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**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 4, Page 3, 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.

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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.

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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: _____

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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.

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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: _____

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Instructions to Offerors

Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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.

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