



INVITATION TO BID #1768-16
VEHICLES (TRUCKS AND CARGO VANS), PURCHASE

Issued on: April 18, 2016

Due Date: Thursday, May 5 at 2:00pm

Contents:

- Section 1 Special Instruction to Bidders
- Section 2 Specifications
- Section 3 Bid Schedule – Purchase (requires signature)
- Section 3.1 Bid Schedule- Financing (requires signature)
- Section 4 General Provisions

Attachments:

- HUD Form 5369b – Instructions to Offerors
- HUD Form 5369c – Certifications and Representation of Offerors (requires signature)
- HUD Form 5370c - General Conditions for Non-construction Contracts, Section 1
- HACH Bidding Preferences for Disadvantaged Businesses and Bidder Certification

SCHEDULE OF EVENTS

TIME	EVENT
Thursday, May 5, 2015 @ 2:00 p.m.	Bid Opening
Wednesday, May 11, 2016	Notice of Award, on or about date provided

**SECTION I
SPECIAL INSTRUCTIONS TO BIDDERS**

1.1 INTENTION

The Housing Authority of the City of Hartford (the Authority) intends to contract with one or more suppliers for the purchase of new vehicles – 2016 trucks and cargo vans.

1.1 DELIVERY: Time is of the essence. All vehicles are needed at the soonest possible delivery date. Bidders must provide the guaranteed delivery date on the bid schedule. Late delivery could result in a cancellation of the contract.

1.2. DESCRIPTIVE LITERATURE: Vendors are required to submit descriptive literature for vehicles proposed. The literature should be sufficient for the Authority to determine compliance with specifications.

1.3 FINANCING: All vehicles will be purchased outright. Financing is not required.

1.4 DEMONSTRATION: The Housing Authority reserves the right to request a demonstration of the vehicle proposed to determine compliance with specifications prior to award.

1.5 DELIVERY AND INSPECTION: Unless otherwise agreed to, delivery will be required to the Authority's Warehouse, 791 Windsor Street, Hartford, CT 06120. Inspection will be required prior to formal acceptance of the vehicles.

1.6 Bid OPENING:

Sealed Bids will be accepted at the following location until, but not later than:

2:00 P.M., Thursday, May 5, 2016, at which time they will be opened and read.

Late bids will not be accepted, except as stipulated in HUD Form 5369b, attached hereto.

Submit to:

The Housing Authority of the City of Hartford
Attn: Bid Department
180 John D Wardlaw Way
Hartford, CT 06106

Envelope must be sealed and plainly marked with the Bidders Name and Address and words:

THIS IS A BID
VEHICLES (TRUCKS AND CARGO VANS), PURCHASE #1768-16,
DUE ON: May 5, 2016 @ 2pm

Checklist: Please be sure that your bid contains the following documents:

- The Bid Schedule - signed, and dated by an official of the company
- A signed HUD Form 5369c
- Descriptive Literature for each vehicle sufficient to show compliance with specifications
- *Optional* for Bid Evaluation Price Preference:

- Bidding Preferences for Disadvantaged Businesses/Certification Form (Note: Subcontracting is not allowed, therefore, this preference cannot be taken unless the bidder is a small minority or woman owned business or a section 3 owned business.

1.7 QUESTIONS AND COMMUNICATION

All questions must be addressed to the Sole Contact named below no later than 2 business days before the date of bid opening. The intent of this requirement is to assure that all respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this RFP. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an Addendum. It is the responsibility of each Respondent to check the Authority's website: www.hartfordhousing.org for a copy of all Addenda issued for this Invitations to Bid.

NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent's proposal.

SOLE CONTACT

Linda Kennedy, CPPB, Contract Manager
The Housing Authority of the City of Hartford
860 321-7591
email: bids@hartfordhousing.org
www.hartfordhousing.org

1.8 BID EVALUATION: Bid evaluation will include all costs associated with the purchase and delivery of the vehicles. The Authority's Procurement Preference Policy for Disadvantaged Businesses, attached to this document, may be applied if the Vendor is qualified and completes the form.

1.9 BIDDER QUALIFICATIONS: Bidders must be new car dealers properly licensed to do business within State of Connecticut.

1.10 AWARD OF BID. Award will be made to the lowest responsive and responsible bidder by item, group or total low bid, whichever is in the best interest of the Authority. If award is made by Group, groups will be defined as Group 1 Pick-up Trucks, Group 2 Heavy Duty Truck with tailgate, Group 3, Cargo Vans. Award will be made in accordance with the Authority's Procurement Preference Policy. If a bidder opts to participate in the Authority's Procurement Preference policy, a 10% downward adjustment will be applied to the prices of bidder(s) that are owned by disadvantaged individuals. Award will be made to the lowest responsible bidder that achieves the lowest evaluation price.

1.11 PAYMENT TERMS: Payment terms are NET 45 days following receipt of correct invoice. Invoices must be submitted to:

The Housing Authority of the City of Hartford
Attn: John Williams, Field Operations Manager
180 John D Wardlaw Way
Hartford, CT 06106

1.12 PRICING: The Contractor warrants that the pricing stated herein shall remain firm for the duration of the contract including any and all renewals. Pricing shall include all charges necessary to fulfilling the terms of the Contract.

1.13 SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without written permission from the Authority's Executive Director. The Contractor is prohibited from subcontracting any services covered in the Scope of Work as defined herein.

Housing Authority of the City of Hartford, 180 John D Wardlaw Way, Hartford, CT 06106

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1.14 QUANTITIES/CHANGES: The Authority may increase or decrease the quantities shown in order to meet needs before award is made. In the event of such change, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**SECTION 2
SPECIFICATIONS**

SPECIFICATIONS

These specifications are meant to describe general requirements and characteristics of the vehicles. Minor deviations and tolerances may be acceptable if it is in the Authority’s best interest. Whether a deviation is minor will be at the sole discretion of the Authority.

Special Note: Time is of the essence on all vehicles. Therefore, bidders should provide the fastest delivery time possible. Delivery may be a factor in determining the lowest responsible bidder.

<i>Item Description</i>	<i>Bidders: please use this column to clarify or make note of any deviation from spec</i>
<p>Item No. 1 – NEW 2016 Pick Up Truck, Super Duty, Long Bed</p> <p>General: 2 doors, regular cab, long bed (8.2’), V8, gas</p> <p>Drive Type: 4 X 4</p> <p>Transmission: Automatic</p> <p>Features: Air Conditioning Radio All Season Tires Anti-Lock Brakes Stability Control Spray on Bed Liner Steps on Both Sides Back Up Alarms Plow Prep Package Tow Package Light Bar – Comparable to Whelan Mini Legacy GTP Series all Amber with Front and Rear Flashing</p> <p>Color: Exterior White or Blue (for consistency with existing fleet)</p> <p>Interior: Durable material, preferably vinyl</p> <p>Payload: not less than 3,000 lbs. Tow Capacity: not less than 12,500 lbs.</p> <p>Warranty: Basic Minimum 3 year/36,000 miles Drive Train Minimum 5 year/60,000 miles drive</p>	

Item No. 2 – NEW 2016 Pick Up Truck, Short Bed

General: 2 doors, regular cab, short bed (6.5'), V6, gas

Drive Type: 4 X 4

Transmission: Automatic

Features: Air Conditioning

Radio

All Season Tires

Anti-Lock Brakes

Stability Control

Spray on Bed Liner

Steps on Both Sides

Back Up Alarms

Plow Prep Package

Tow Package

Light Bar – Comparable to Whelan Mini Legacy

GTP Series - all Amber with Front and Rear Flashing

-

Color: Exterior White or Blue (for consistency with existing fleet)

Interior: Durable material, preferably vinyl

Payload: not less than 1,500 lbs.

Tow Capacity: not less than 8,900 lbs.

Warranty:

- Basic Minimum 3 year/36,000 miles

- Drive Train Minimum 5 year/60,000 miles

Item No. 3 – NEW 2016 Super Duty Crew Cab with tilt body and tailgate

General: 4 doors, 6 seat crew cab, 12' stake bed with tilt and hydraulic lift gate. This vehicle will be used primarily for bulky pick up and transporting grounds keeping equipment

Drive Type: 4 X 4

Transmission: Automatic

Engine: 6.2L, V8, gas (diesel will be considered if gas model is not made)

Features: Air Conditioning

Radio

All Season Tires

Anti-Lock Brakes

Stability Control

Spray on Bed Liner

Steps on Both Sides

Back Up Alarms

Tow Package

Light Bar – Comparable to Whelan Mini Legacy GTP Series - all Amber with Front and Rear Flashing -

Color: Exterior White or Blue (for consistency with existing fleet)

Interior: Durable material, preferably vinyl

Tow Capacity: Not less than 12,500 pounds

Warranty:

- Basic Minimum 3 year/36,000 miles

- Drive Train Minimum 5 year/60,000 miles'

LIFT GATE; (Comparable to Tommy Gate G2 series)

Capacity: Minimum 1300 lbs.

Fully enclosed hydraulic system

Maintenance Free components

Recessed controls

STAKE BED WITH TILT CONTROL:

Minimum 12' long, maximum 14'

Appx 46" high enclosure

Item No. 4 – NEW Cargo Van, Full Size

General: 4 doors, V6, Cargo Van for use by electricians, HVAC technicians, and Plumbers.

Doors: Driver, Passenger, Side and Rear. Each of the three vehicles should be outfitted for each trade.

Drive Type: Rear Wheel or Front Wheel

Transmission: Automatic

Features: Air Conditioning

Radio

All Season Tires

Anti-Lock Brakes

Stability Control

Back Up Alarms

Ladder Rack

Divider

3 Shelf Units

Color: Exterior White or Blue (for consistency with existing fleet)

Interior: Durable material, vinyl or cloth

Capacity: minimum 234 cu. ft. with all seats in place

Warranty:

- Basic Minimum 3 year/36,000 miles

- Drive Train Minimum 5 year/60,000 miles

Item No. 5 –NEW Cargo Van, Compact

General: 4 doors, 2 seats, 4 cyl. for use by building maintenance staff, general carpentry.

Doors: Driver, passenger, side door and rear door.

Drive Type: Front Wheel

Transmission: Automatic

Features: Air Conditioning

Radio

All Season Tires

Anti-Lock Brakes

Stability Control

Back Up Alarms

Ladder Racks

Divider

1 Shelf Unit

Color: Exterior White or Blue (for consistency with existing fleet)

Interior: Durable material, vinyl or fabric

Capacity: minimum 122 cu. ft. with all seats in place.

Warranty:

- Basic Minimum 3 year/36,000 miles

- Drive Train Minimum 5 year/60,000 miles drive

**SECTION 3
 BID SCHEDULE 1 of 2- PURCHASE**

Bidders must provide all information requested on this form. Please provide all costs associated with furnishing and delivering the vehicles to the Housing Authority Warehouse, 791 Windsor St, Hartford, CT.

ITEM	QTY	COST EACH	TOTAL COST
1. Furnish and Deliver Pick Up Truck, Super Duty, Long Bed in accordance with specification Item No. 1 Year: Make: Model: Warranty: Guaranteed Delivery: _____/days After receipt of order	1	\$	\$
2. Furnish, Deliver Pick Up Truck, Short Bed in accordance with specification Item No. 2 Year: Make: Model: Warranty: Guaranteed Delivery: _____/days After receipt of order	3	\$	\$

<p>3. Furnish, Deliver Super Duty Crew Cab Truck upfitted with Tilt Body and Lift Gate in accordance with specification Item No. 3</p> <p>Year:</p> <p>Make:</p> <p>Model (Include Upfit components):</p> <p>Warranty:</p> <p>Guaranteed Delivery: _____/days After receipt of order</p>	<p>1</p>	<p>\$</p>	<p>\$</p>
<p>4. Furnish, Deliver Cargo Van, Full Size, in accordance with specification Item No. 3 - 1 each for Electrician, HVAC, and Plumber. (If not the same price for each trade, please provide separate prices for each)</p> <p>Year:</p> <p>Make:</p> <p>Model:</p> <p>Warranty:</p> <p>Guaranteed Delivery: _____/days After receipt of order</p>	<p>3</p>	<p>\$</p>	<p>\$</p>

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5. Furnish, Deliver Cargo Van, Compact for use by maintenance staff – general carpentry, in accordance with specification Item No.5 Year: Make: Model: Warranty: Guaranteed Delivery: _____/days After receipt of order	1	\$	\$
GRAND TOTAL BID			\$

The Undersigned agrees to hold its offer open for 90 days from the date of RFP opening.

Signed by: _____ Print Name _____

Name of Company _____

Address _____

Telephone _____ Email _____

**SECTION 4
GENERAL PROVISIONS**

4.1 AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this bid and the issuance of a Purchase Order approved by the Authority's Deputy Executive Director of Finance and Planning.

4.2 NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

4.3 GOVERNING LAWS: The Contract will be made under and shall be governed and construed in accordance with the laws of the State of Connecticut.

4.4 ADVERTISING: In submitting a bid to the Authority, the Contractor agrees not to use the results of their bid as a part of any commercial advertising without prior approval of the Authority.

4.5 CONFIDENTIALITY OF BIDS: In submitting a bid the Contractor agrees not to discuss or otherwise reveal the contents of the bid to any source until after the opening of bids. Contractors not in compliance with the provision may, at the option of the Authority, be disqualified from contract award

4.6 ELABORATE BIDS: Elaborate bids in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired.

4.7 COST FOR BID PREPARATION: Any costs incurred by Contractors in preparing or submitting bids are the Contractors' sole responsibility. The Authority will not reimburse any Contractor for any costs incurred prior to award of the Contract.

4.8 TIME FOR ACCEPTANCE: All offers shall be firm for a period of 90 days following the bid opening date. Although the Contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

4.9 RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this bid, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of the Authority when received.

4.10 COLLUSIVE BIDDING: Any Contractor's signature on the Authority's "Request for bid (bid)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude the Authority from obtaining the lowest possible competitive price. Bidders must sign and submit HUD Form 5369c, which is attached to this bid.

4.11 GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this bid or the Contract, by the Contractor or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this bid and the Contract, the Contractor agrees to purchase and maintain, during

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the life of the Contract, contractual liability insurance in the reasonably required by the Authority. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

4.12 ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this bid. The Contractor shall promptly notify the Authority of any omissions or errors found in the bid materials.

4.13 INSURANCE COVERAGE: During the term of the Contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Connecticut, as well as employer's liability coverage with minimum limits of \$1,000,000.00, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under the Contract.
- **General Liability** - The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence/2,000,000 aggregate for bodily injury, personal injury and property damage.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist

A. INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. All such insurance shall meet all laws of the State of Connecticut. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Connecticut. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Connecticut laws or the Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

B. OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Contractor must include a copy of their insurance certificate with their bid package. Upon award of the Contract, the selected Contractor shall add the Authority as an additional insured to their insurance policy.

4.14 BID OPENING: On that date and time the package containing the bids from each responding Contractor will be publicly opened. At that time the name of the Contractor and the bid prices will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these prices and their components are subject to further evaluation for completeness and correctness. Therefore, the prices announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "bid EVALUATION" and "AWARD OF bid" for further explanation on the components involved with the award of the Contract.

The Authority may accept or reject any and all bids as well as waive minor irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.

4.15 REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Bids will be evaluated. Reference to information previously submitted shall not be evaluated.

4.16 NOTIFICATION OF AWARD: The Authority will notify the successful Contractor in writing, either by a Letter of Award Purchase Order or both. Verbal notification of the award will not be recognized at an official notification.

4.17 TERMINATION

FOR CAUSE: The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority. In the event of Contract termination, the Contractor shall be entitled to payment for approved services rendered and unpaid prior to receipt of notice of termination. Should any conflict as to payments due or services performed exist at the time of such termination, said payments may be withheld all such conflicts are resolved to the satisfaction of the Authority.

4.18 FUNDING: The Authority may terminate the Contract in the event funds are not appropriated to continue payments in any fiscal year.

4.19 DRUG POLICY: The Contractor certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the Authority's Drug-Free Workplace Policy.

4.20 AUTHORIZED PERSONNEL: While engaged in the performance work, only authorized employees of the Contractor are allowed at the locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

4.21 EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

4.22 SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work" in this bid.

4.23 State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

4.24 Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

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:]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. **The** form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> J 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 |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (1) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of ILA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and **intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.**
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

- 1) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine charged by the Contractor shall be furnished without the
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II**
aintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and

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

1. Definitions

The following definitions are applicable to this contract:

- (a) " the Certifications and Representations, these contract Auth clauses, and the scope of work. It includes all formal ority changes to any of those documents by addendum, Change Order, or other modification

Auth the contract with the Authority to perform all of the work ority. required under the contract.

- (b) "Contract" means the contract entered into between the this contract, whether completed or in process. Authority and the Contractor. It includes the contract form

- (c) "Contractor" means the person or other entity entering into

- (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
- (b) If any such change causes an increase or decrease in the subject to the terms of clause titled Disputes herein. general scope of this contract in the services to be performed or supplies to be delivered. 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

- 1) **Non-construction contracts** (without maintenance)
- (e) No services for which an additional cost or fee will be

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

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 "or Housing Authority (HA)" means the Housing

and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation

paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the

- (b) If the termination is for the convenience of the HA, the HA 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

require the Contractor to deliver to it, in the manner (fault), 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 titled to payment as described in paragraph (b) above.

4. Examination and Retention of Contractor's Records

be, or amounts owed to the HA by the Contractor.

- (d) If, after termination for failure to fulfill contract obligations (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.
- (e) Any disputes with regard to this clause are expressly made

- (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 **Interest** 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.
- and organizational conflict of interest with respect to this contract 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 organizational 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

- (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
 - (b) All claims by the Contractor shall be made in writing 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
 - 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; instrumentality of
- (iii) The making of any Federal loan; having
- (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

a State, and a multi-State, regional, or interstate entity

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 independent 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.

(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

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.
- (a) 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.
- (b) 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.
- (c) 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 employee, employees and applicants for employment.
- (d) 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

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.

**Housing Authority of the
City of Harford**

Office of Development and Capital Improvements

**Bidding Preferences for
Disadvantaged Individuals and
Bidder Certification**

Public Housing Programs

Bidding Preferences for Disadvantaged Individuals and Bidder Certification

Housing Authority of the City of Hartford
Public Housing Programs

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General

1. Overview

The Housing Authority of the City of Hartford (“HACH”) wants Disadvantaged Individuals to:

- benefit from HACH’s procurement; and
- participate meaningfully in HACH’s construction projects.

To achieve this goal, HACH adopted a Procurement Preference policy in August, 2014, to further encourage each Bidder to commit to hiring Disadvantaged Individuals. HACH’s Procurement Preference policy rewards a Bidder willing to commit to hiring Disadvantaged Individuals with a comparative pricing advantage, detailed below.

2. Bidder Certification is Optional

Bidder is *not required* to participate in HACH’s Disadvantaged Individual New Hire Preference program. Only Bidders that certify that it will meet the program’s requirements will benefit from the program’s Comparative Bid Advantage.

3. Interplay with HUD’s *Section 3* program

- (a) If this work is being funded by the Department of Housing and Urban Development (HUD), Bidder is also required to sign a *Section 3* certification, committing Bidder to hire, to the greatest extent feasible, low-income individuals. HACH recognizes the overlap between the requirements of the HUD’s *Section 3* program and these bidding preferences; that overlap was by design.
- (b) The principal differences HUD’s *Section 3* program and this program are that this program:
- expands the definition of Disadvantaged Individuals; and

- only includes Disadvantaged Individual hired to work – training Disadvantaged Individuals does not fulfill the requirements of this program, as it would in HUD’s *Section 3* program.

- (c) HACH acknowledges that Bidder may use a qualified New Hires to satisfy both the *Section 3* program and this procurement preference program, as appropriate.

4. Definitions

- (a) *Disadvantaged Individual* means a person who is a:
- Black American, Hispanic American, or Puerto Rican; or
 - low-income individual or very-low-income individual, that is also a public housing resident or located in Hartford.
- (b) *New Hires* means any individual hired during the term of the contract as a full-time employee for permanent, temporary, or a seasonal employment opportunity.

New Hire Preference

5. New Hire Preference

- (a) HACH prefers Bidders that agree that *Disadvantaged Individuals will comprise at least 30% of New Hires*, employed directly or indirectly through subcontractors.
- (b) For Bidders that agree to the above New Hire Preference by signing the certification below, HACH will, when comparing bids, treat the bid as though it is lower.

6. Comparative Bid Advantage

- (a) For the purpose of comparing bids only, HACH will adjust downward any responsive bid for any Bidder that agrees to the New Hire Preference by:

<u><i>...then, for comparison</i></u>	
<u><i>only, the bid is treated</i></u>	
<u><i>as though it is lower by:</i></u>	
If the bid is...	
Less than \$100,000	10%
At least \$100,000, but less than \$200,000	9%
At least \$200,000, but less than \$300,000	8%
At least \$300,000, but less than \$400,000	7%
At least \$400,000, but less than \$500,000	6%
At least \$500,000, but less than \$1 million	5%
At least \$1 million, but less than \$2 million	4%
At least \$2 million, but less than \$4 million	3%
At least \$4 million, but less than \$7 million	2%
\$7 million or more	1.5%

Bidder's Certification

7. Certification

- (a) Bidder agrees that **Disadvantaged Individuals** will comprise **30% of New Hires**, employed directly by Bidder, or indirectly by Bidder through subcontractors.
- (b) Bidder agrees that it will engage subcontractors, if any, that will agree that Disadvantaged Individuals will comprise 30% of New Hires.
- (c) Bidder agrees that HACH may require Bidder to perform in accordance with this certification in its contract with Bidder.

8. Reporting

- (a) Bidder agrees to provide to HACH, prior to signing a contract with HACH, with a HACH-specified preliminary statement of work-force needs (skilled, semi-skilled, and unskilled labor, by category) where known. Where not known, Bidder agrees to provide an updated statement of work-force needs, prior to signing up a subcontractor, that includes the subcontractor's workforce needs.
- (b) Bidder agrees to provide HACH with an updated statement of work-force needs as Bidder's and Bidder's subcontractors' work-force needs change.

9. Notification

- (a) Bidder agrees to notify HACH, on a HACH form, when it or one of subcontractors has engaged a New Hire and whether that New Hire is a Disadvantaged Individual.
- (b) Bidder agrees to notify each labor organization or workers' representative, with which it has collective bargaining agreements, of its commitments under this Bidding Preference.

Bidder's Signature

Bidder's Firm Name

Authorized Signature

Printed Name

Title

Date

**Housing Authority of the
City of Harford**

Office of Development and Capital Improvements

**Bidding Preferences for
Disadvantaged Businesses and
Bidder Certification**

Public Housing Programs

Bidding Preferences for Disadvantaged Businesses and Bidder Certification

Housing Authority of the City of Hartford
Public Housing Programs

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Bidder's Signature	2

General

1. Overview

The Housing Authority of the City of Hartford ("HACH") wants Disadvantaged Businesses to:

- benefit from HACH's procurement; and
 - participate meaningfully in HACH's construction projects.
- To achieve this goal, HACH adopted a Procurement Preference policy in August, 2014, (replacing its prior affirmative action program) to encourage each Bidder to commit to engaging Disadvantaged Businesses to perform some of the work. HACH's Procurement Preference policy rewards willing Bidders with a comparative pricing advantage, detailed below.

2. Bidder Certification is Optional

Bidder is *not required* to participate in HACH's Disadvantaged Business Participation Preference program. Only Bidders that meet the program's requirements and that certify to that fact by signing below will benefit from the program's Comparative Bid Advantage.

3. Definitions

- (a) *Disadvantaged Business* means a:
- Minority Business Enterprise (MBE);
 - Women's Business Enterprise (WBE);
 - Section 3 Business; or
 - HACH-resident-owned Business.
- (b) *Minority Business Enterprise* (MBE) means:
- a Small Business;
 - one or more Minority Group members Owns The Business; and

- it is certified as an MBE by a reliable source such as the City of Hartford or the State of Connecticut.
- (c) *Minority Group* means:
- Black Americans;
 - Hispanic Americans; and
 - Puerto Ricans.
- (d) *Owns The Business* means a person (or persons):
- is a U.S. citizens ;
 - is unconditional owner of greater than 50% of the business or, if publicly-owned, is owner of more than 50% of its voting stock;
 - is in control of the business; and
 - manages the business on a day-to-day basis.
- (e) *HACH-resident-owned Business* means one or more HACH residents:
- Owns The Business;
 - operates the business on a daily basis;
 - may be a sole-proprietorship (owned and run by one individual); and
 - has received HACH certification as a HACH-resident-owned Business.
- (f) *Section 3 Business* means a business that is:
- formed in accordance with Connecticut State law;
 - properly licensed to engage in its business activity; responsible and able to perform successfully under the terms and conditions of the proposed contract; and
 - certified as a *Section 3 Business* by HACH. and is a business that:
 - is 51% or more owned by *Section 3 Residents*; or
 - currently has at least 30% of permanent, full-time employees that are either now *Section 3 Residents* or that within the past three years were *Section 3 Residents*; or
 - provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the other qualifications in this definition.
- (g) *Section 3 Resident* means:
- a low-income individual or a very-low-income individual; and
 - a public housing resident or located in Hartford.
- (h) *Small Business* means a business that:
- is independently owned;
 - is not dominant in its field of operation;
 - is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - satisfies the size standards of the federal Small Business Administration found in 13 CFR 121.
- (i) *Total Contract Value* means the bid price at time of bid, the contract price at time of contract execution, and the total amount paid to Bidder at time of work completion.
- (j) *Women's Business Enterprise* (WBE) means:
- a Small Business;

- one or more woman Owns The Business; and
- it is certified as a WBE by a reliable source such as the City of Hartford or the State of Connecticut.

4. Sham Disadvantaged Businesses

- (a) HACH does not tolerate the use of “pass-through” businesses acting as though they are Disadvantaged Businesses. The ownership of participating Disadvantaged Businesses must be real, continuing, and not created solely to meet the preferences offered by HACH’s policy. HACH expects that that the Bidder or the Bidder’s participating Disadvantaged Businesses will perform significant work or will provide supplies under contract, and not act as a mere conduit.
- (b) HACH shall only count the portion of Total Contract Value:
- performed by Disadvantage Businesses; or
 - supplied by Disadvantaged Businesses.

Participation Preference

5. Disadvantaged Business Participation Preference

- (a) HACH prefers bids in which one or more *Disadvantaged Business performs or supplies at least 20% of Total Contract Value.*
- (b) For Bidders that meet or exceed the above Participation Preference in its bid by signing the certification below, HACH will, when comparing bids, treat the bid as though it is lower.

6. Comparative Bid Advantage

- (a) For the purpose of evaluating bids only, HACH will adjust downward any responsive bid for any Bidder that agrees to the Participation Preference by:

<i>If the bid is...</i>	<i>...then, for evaluation, the bid is treated as though it is lower by:</i>
Less than \$100,000	10%
At least \$100,000, but less than \$200,000	9%
At least \$200,000, but less than \$300,000	8%
At least \$300,000, but less than \$400,000	7%
At least \$400,000, but less than \$500,000	6%
At least \$500,000, but less than \$1 million	5%
At least \$1 million, but less than \$2 million	4%
At least \$2 million, but less than \$4 million	3%
At least \$4 million, but less than \$7 million	2%
\$7 million or more	1.5%

Bidder’s Certification

7. Certification

- (a) Bidder agrees that Disadvantaged Businesses will comprise 20% of Total Contract Value.
- (b) Bidder represents that the participating Disadvantaged Businesses list in Schedule A is accurate as of the date of this bid.
- (c) Bidder agrees that HACH’s contract may require Bidder to perform in accordance with this certification.
- (d) Bidder agrees that HACH’s contract may require Bidder to use its best effort to ensure that Disadvantage Business participation remains at or above 20% of Total Contract Value for the duration of the awarded contract, even in the event of a HACH change order.
- (e) Bidder agrees that HACH’s contract may include provisions for future bid ineligibility, liquidated damages, or contract termination if Bidder fails to use its best effort to engage Disadvantaged Businesses for at least 20% of Total Contract Value.

8. Reporting

- (a) Bidder agrees to provide HACH Participation Preference Implementation reports (in a HACH-specified form), indicating actual and expected Disadvantaged Business participation:
- ten days after contract execution;
 - with each monthly requisition request; and
 - when requested by HACH.

9. Notification

- (a) Bidder agrees to notify HACH (in a HACH-specified form) each time it engages or releases a subcontractor and, if it is engaging a new subcontractor, whether that subcontractor is a Disadvantaged Business.

Bidder’s Signature

Bidder’s Firm Name

Authorized Signature

Printed Name

Title

Date

Schedule A
Disadvantaged Business Participation
 [This is not the Bid Form]

For each Disadvantaged Business participating in this bid, please list:

- its name and home city (and state if not from Connecticut), including the Bidder, if the Bidder qualifies as a Disadvantaged Business;
- the nature of its participation (trade, service, or supply);
- the certifying agency; and
- the dollar value of the Disadvantaged Business's participation (which in the case of a bidding Disadvantaged Business is the Total Contract Value minus all subcontracting or supplies provided by other sources).

<u>PARTICIPATING DISADVANTAGED BUSINESS'S NAME & CITY</u>	<u>NATURE OF PARTICIPATION</u>	<u>CERTIFYING AGENCY</u>	<u>DOLLAR VALUE OF PARTICIPATION</u>
Name:			\$
City:			
Name:			\$
City:			
Name:			\$
City:			
Name:			\$
City:			
Name:			\$
City:			

Disadvantaged Business Participation Percentage (should be at least 20%): _____ %