

AURORA HOUSING AUTHORITY REQUEST
FOR PROPOSALS (RFP) 17-01 HQS
INSPECTION SERVICES

COVERSHEET

DUE DATE: **Wednesday, August 21, 2019**

Proposals are due no later than 4:00pm local time in Aurora, Illinois.
Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. All submissions must be sealed and marked with the RFP number and description. Submit three (3) hard copies of the proposal and one (1) electronic copy with all appropriate supplements and/or samples to the address below.

Ralph Jordan
Executive Director
Aurora Housing Authority
1449 Jericho Circle
Aurora, IL 60506

QUESTIONS: Any questions or clarifications regarding this RFP must be submitted by 4:00pm CST on August 14, 2019 to Ralph Jordan by email at rjordan@auroraha.org

Total Amount of Proposal: \$. _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Print Name _____

Signature: _____

TABLE OF CONTENTS

This bid/proposal package includes the components indicated below. Offerors are asked to review the documentation to be sure that all applicable parts are included. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

1. Cover Sheet
2. Table of Contents
3. Specifications
4. Special Requirements/Instructions
5. General Requirements for Proposals
6. Attachments:
 - a. Attachment: Cost Proposal
 - b. Attachment: References
 - c. Attachment: Questionnaire
 - d. Attachment: Form of Non-Collusive Affidavit
 - e. Attachment: Bidder's Proposed MWE/WBE Participants
 - f. Attachment: Form HUD 5369-B, Instructions to Offerors, Non-Construction
 - g. Attachment: Form HUD 5369-C, Certifications and Representations of Offerors
 - h. Attachment: Form HUD 5370-C, General Contract Conditions, Non-Construction

SPECIFICATIONS

SCOPE

The Aurora Housing Authority is accepting proposals from qualified vendors to provide Housing Quality Standard (HQS) inspection services in accordance with US Housing and Urban Development (HUD) guidelines (24 CFR 982.201). All questions regarding this Request for Proposal (RFP) must be in writing and may be sent by email to rjordan@auroraha.org before 4:00 pm local time in Aurora on **August 14, 2019**.

BACKGROUND

The Aurora Housing Authority (AHA) was founded in the 1940's and charged with the mission of providing safe, decent and affordable housing for the people of the City of Aurora. With funding from the U.S. Department of Housing and Urban Development the AHA provides housing for nearly 2,000 households through the Low-Income Public Housing and Housing Choice Voucher Programs. Through partnerships with local and regional non-profits the AHA also promotes educational achievement and self-sufficiency.

PROJECT OVERVIEW

AHA is seeking a vendor to provide annual/biennial, special, initial and emergency inspections utilizing HUD HQS protocols. AHA administers 893 Housing Choice Vouchers, 25 Veteran Affairs Supportive Housing Vouchers, and 515 Project-Based Vouchers. The responsible vendor must provide a completed HUD-50058 form for each unit inspected; these forms must be submitted in an electronic format compatible with the Emphasys Elite database software utilized by AHA.

SCOPE OF WORK

The primary scope of services to be rendered includes the following:

1. Inspections and re-inspections as assigned by AHA staff in accordance with HQS guidelines. The actual number of inspections will vary based on client moves, inspection results, and authority needs. All inspections will be performed with the full cooperation and coordination of authority personnel.
2. Generally, inspections must be conducted Monday thru Friday, start no later than 9am, and be completed no later than 4pm. However, emergency inspections must be completed within 24 hours and these may require inspectors to work on a weekend.
3. Inspections to include all interior and exterior areas required by HQS standards and as identified on the HUD-50058 form. Inspected areas must include: (1) living room, (2) kitchen, (3) bathroom, (4) other rooms used for living and halls, (5) secondary rooms, (6) building exterior, (7) heating and plumbing, and (8) general health and safety factors.
4. A completed HUD-50058 form for each inspected unit with images documenting inspection results and a detailed report as to any deficiencies identified. Inspection reports are due at the end of the day after their completion. Inspectors must utilize iPads or other technology compatible with AHA's mobile inspection program. All reports must be submitted electronically in a format compatible with Emphasys Elite, AHA's database software.
5. 10 percent Quality Control inspections must be conducted on a monthly basis
6. Prepare and send inspection notification appointments and results
7. Comply with state and federal privacy laws

INSPECTOR REQUIREMENTS

All inspectors must be qualified and experienced with inspection multifamily and single-family units. All inspections must be certified to conduct HQS inspections. Vendors must submit proof of HQS certification of all inspectors along with resumes detailing their experience.

Vendor is required to provide all necessary computer, cameras, personnel, uniforms, vehicles, fuels, etc. necessary to conduct and complete the inspections as specified herein.

Vendor shall perform criminal history checks and drug screen tests on all prospective employees performing work under this RFP and any resulting contract and provide summaries of the results to the AHA if/when requested. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Vendor.

Vendor shall replace any personnel that AHA determines to be unacceptable no later than the start of the next business day after notification and shall not permit unacceptable personnel to return to units occupied by AHA clients or further utilize them during the term of the contract including any extensions.

COST PROPOSAL

Vendor will provide a cost proposal broken down by unit as indicated in Attachment A.

CONTRACT PERIOD

The AHA will contract with the vendor for a one-year period, with an option to renew for up to one additional year at AHA's discretion.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and specifications supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed on 8 ½" by 11" paper.
- Vendors should submit three (3) copies of the proposal. All proposals must include a fully executed and signed RFP Cover Sheet.
- Vendors should also provide one (1) CD-ROM or flash drive with the complete proposal response in Microsoft **Word**, Excel or searchable PDF format, as applicable.
- The complete proposal response must be sealed in an envelope or box for delivery to the Aurora Housing Authority per instructions on the RFP Cover Sheet.
- All documents must be labeled with the vendor's name and the RFP title and number. Any response received by the AHA that is not identified on the outside with the RFP number will be at risk for rejection.
- Each section of the vendor's response should start on a new page.
- All proposals should include a Table of Contents, which must list Sections I-VIII as shown below and include the contents of each section as outlined below.

RFP Cover Sheet (Completed)

Table of Contents

Section I: **Transmittal Letter**

The transmittal letter should include:

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding offer;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with offer and any future negotiations and
- A brief statement summarizing the vendor's understanding of the project and relevant experience

Section II: **Scope of Service/Narrative of Proposed Services**

- Describe your organization's philosophy, approach and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues the AHA should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from the AHA.

NOTE: Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Section III: **Pricing Information** - Vendors must provide the total amount for the proposed services. Pricing must be all inclusive and detailed and itemized on a separate page including ALL work plans and fees. Any/All expenses or additions must be included.

Section IV: **Organizational Information/Qualifications**

- Vendor's history, background and principal officers
- Company organization chart
- Key personnel: backgrounds, education, licenses and experience
- References { Attachment 8 }

Section V: Legal Documents - Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

Section VI: Questionnaire - Vendor must complete and return all answers to the questionnaire included in this RFP in the order in which they are listed. Failure to do so may result in disqualification. { Attachment C }

Section VII: Attachments - Vendor must complete all required certifications attached to this RFP and include them in their response in this section.

Section VIII: Miscellaneous - State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

The AHA will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. The AHA makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of the AHA. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "Confidential". For those portions identified as confidential by the vendor, the Aurora Housing Authority must rely on advice, decisions and opinions of the agency attorneys relative to the disclosure of data or information.

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various AHA personnel.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, the AHA reserves the right to accept such a proposal if it is determined to be in the best interest of the authority.

While the AHA appreciates brief, straightforward, and concise replies, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The AHA may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. All correspondence relating to this RFP, from advertisement to award shall be sent to the contact person indicated on the RFP Cover Sheet.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. The AHA expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, the Aurora Housing Authority reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor.

EVALUATION CRITERIA

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

- Experience with other housing authorities of similar size or larger to the Aurora Housing Authority including references submitted with proposal 20 pts
- Demonstrated ability to provide the required services 25 pts
- Qualifications of firm and staff and previous experience with HQS inspections 20 pts
- Pricing 20 pts
- Proposed approach to the project and overall quality of vendor's proposal 10 pts
- Ability to comply with current or new federal, state, and local laws, rules and regulations, and standards that may not be outlined in the contract 5 pts

Total possible points: 100

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

AWARD

No award can be made until approved by the AHA Board of Commissioners. This RFP does not obligate The AHA to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of the AHA and may be terminated at any time prior to execution of an agreement.

REFERENCES

Vendor must provide a minimum of three (3) references using letters of reference from companies for whom vendor has provided services in the past twelve (12) months as demonstration of vendor's prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Email address of contact
- Date of services provided must not be older than three (3) years
- Vendor services or products provided to this client

LEGAL DOCUMENTS

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with the AHA. The awarded vendor will be required to execute an agreement with the AHA which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and the AHA. The agreement is subject to review and amendment by the Aurora Housing Authority attorney.

INVOICES

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by the AHA. Each invoice shall include deliverable(s) completed

and the price for each. No charges may be billed to the AHA unless such costs are explicitly included in the agreement.

REGULATION AND OVERSIGHT

The Aurora Housing Authority contracts with the US Department of Housing and Urban Development (HUD) and is subject to HUD regulation and oversight. This project must be performed in compliance with all applicable HUD regulations, federal and state employment laws.

AHA LIABILITY AND INDEMNIFICATION

The AHA's liability is limited by the laws and Constitution of the State of Illinois. Vendor agrees and understands that the AHA shall not indemnify vendor or any third party for any loss, liability, or expense whatsoever or waive any immunity that it may have under Illinois law.

VENDOR INSURANCE

Vendor will be required to furnish at the time of contract signing proof of general liability insurance minimum coverage of 1,000,000 per occurrence, and business automobile insurance coverage of \$500,000 per occurrence. Coverage must be kept current and the housing authority is to be named as an additional insured. The AHA shall receive thirty (30) days prior notification of any cancellation or changes to the vendor's insurance policies.

SUBCONTRACTORS

The name of any subcontractor who the vendor's firm is interested in contracting with on this project must be included in the proposal. All subcontractors must meet the same requirements as the vendor submitting the proposal. All invoices must be submitted with supporting documentation from the primary firm awarded the contract.

GENERAL REQUIREMENTS FOR PROPOSALS

General Requirements apply to all advertised requests for proposals; however, these may be superseded, in whole or in part, by other data contained herein.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of the Aurora Housing Authority (AHA) or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Aurora Housing Authority or note in proposal that records will be available within the boundaries of the Aurora Housing Authority to those representatives within twenty-four (24) hours of request by the AHA.

ADDENDA

When specifications are revised, the Aurora Housing Authority will issue an amendment addressing the nature of the change. Amendments will be made available on the AHA's website (auroraha.com).

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of the Aurora Housing Authority.

AWARD

The Aurora Housing Authority has the right to award this contract on the basis of the most responsive and responsible offer in accordance with the laws of the State of Illinois to waive any formality or irregularity, to make awards to more than one offeror, and to reject any or all proposals.

BONDS

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) - Excluded Parties List System (EPLS); Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor also certifies that contractor will notify the Aurora Housing Authority in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund the Aurora Housing Authority for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's services. The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(I), as amended; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Illinois Labor Code Ann., as amended.

CONTRACT OBLIGATION

The Aurora Housing Authority must award the contract and an authorized person must sign the contract before it becomes binding on the Aurora Housing Authority or the offerors. Department heads are NOT authorized to sign agreements for the Aurora Housing Authority. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the Aurora Housing Authority and the offeror. Contract terms, including any renewals, may not exceed four (4) years. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by the Aurora Housing Authority, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and the Aurora Housing Authority to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the current contract expired or was terminated. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to the Aurora Housing Authority certifies that the offeror has not violated the antitrust laws of this state codified in Illinois and federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the AHA believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

E MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of e-mail addresses that are provided to the Aurora Housing Authority. This consent is intended to comply with the requirements of the Illinois Freedom of Information Act, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the AHA. All proposals are subject to negotiations by the Aurora Housing Authority with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Aurora Housing Authority will be held and appropriate proposals may be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Aurora Housing Authority will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to the Aurora Housing Authority. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the Aurora Housing Authority's interpretation shall govern.

GOVERNING LAW

Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Illinois and that the Aurora Housing Authority may request and rely on advice, decisions and opinions of the agency attorney concerning any portion of these requirements. The forum for contractual issues shall be in Illinois and the venue shall be exclusively in Aurora, IL, in a federal or state court of competent jurisdiction.

GRANT FUNDING

Any contract entered into by the AHA that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the AHA has not set aside any authority funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold the Aurora Housing Authority harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter

of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the AHA upon request.

INSPECTIONS & TESTING

The Aurora Housing Authority reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the AHA. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the AHA can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice after each delivery. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the AHA will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide its Taxpayer Identification Number or social security number as applicable. This information must be on file. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in the Aurora Housing Authority by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the Aurora Housing Authority opts to include maintenance, it shall be so stated in the contract and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the Illinois Toxic Substance Disclosure to Employees Act, an offeror must provide to the AHA with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

POTENTIAL CONFLICTS OF INTEREST

With the exception of developers, an outside consultant or contractor is prohibited from submitting a proposal for services on an Aurora Housing Authority project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Aurora Housing Authority. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

PROPOSAL SUBMISSION

Offerors must return all completed proposals to the Aurora Housing Authority at 1449 Jericho Circle, Aurora IL 60506 **before 4:00pm LOCAL TIME IN AURORA, ILLINOIS** on the date specified. Late proposals will not be accepted. Proposals should be addressed to the party indicated on the RFP Cover Sheet, which must be signed by an authorized representative of the offeror.

PURCHASE DELIVERY

The fastest, most reasonable delivery time shall be indicated by the offeror along with any special information concerning delivery. All items shall be shipped unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the AHA. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause

to reject future deliveries and cancelation of the contract by the Aurora Housing Authority without prejudice to other remedies provided by law. Where delivery times are critical, the Aurora Housing Authority reserves the right to award accordingly.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS FOR NON-CONSTRUCTION CONTRACTS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

The Aurora Housing Authority is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The Aurora Housing Authority claims exemption from all sales and/or use taxes. Illinois Limited Sales Tax Exemption Certificates will be furnished upon written request.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

The Aurora Housing Authority reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the Aurora Housing Authority may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the Aurora Housing Authority's satisfaction and/or to meet all other obligations and requirements. The Aurora Housing Authority may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

The Aurora Housing Authority has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and risk of loss of goods shall not pass to the Aurora Housing Authority until the Aurora Housing Authority actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30am and 4:00pm., Monday through Friday. Offerors are advised to consult the AHA for instructions.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation Against the Aurora Housing Authority as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES (AS APPLICABLE)

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the AHA shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the Aurora Housing Authority may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, the Aurora Housing Authority may correct at the offeror's expense.

**ATTACHMENT A
COST PROPOSAL**

Vendor shall list the fee on a per inspection basis as indicated below. Costs should be inclusive of all expenses required to perform the services under this contract. The Aurora Housing Authority will remit payment upon receipt of an invoice after services have been rendered.

Cost per inspection \$ _____

Cost per re-inspection \$ _____

Signature **Title** **Date**

Please attach a detailed cost breakdown in addition to Attachment A.

**ATTACHMENT B
REFERENCES**

Provide a minimum of three (3) references wherein vendor has provided similar services in the last twelve (12) months for an entity similar to the AHA. If applicable, also provide name(s) of team member(s) who rendered services. References provided must be current and verifiable. The AHA will conduct reference checks to verify and validate vendors' past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the proposal submitted. In addition, failure to provide verifiable references may be cause for rejection of proposal submitted.

Reference # 1

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

Reference #2

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

Reference #3

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

Reference #4

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

Reference #5

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

Reference #6

Organization Name: _____
Contact Name & Telephone No.: _____
Address/Email Address: _____

Dates of Service: _____
Team Member(s): _____
Services provided: _____

ATTACHMENT C QUESTIONNAIRE

The responses to the questionnaire will be used in the evaluation process. Questions must be answered in the order listed. Responses must be as thorough and definitive as possible and include all pertinent data. Include in Section VI of response.

1. Please state the legal name and give a brief description of your organization including:
 - Form of business
 - If corporation:
 - Date incorporated
 - Under the laws of what state
 - Executive officer
 - Provide a complete list of officers
 - If Partnership:
 - Date formed
 - Is Partnership general, limited or associated?
 - Provide a complete list of members
 - Provide a complete list of all local branch offices
 - Principal office location and Houston address
 - History
 - Joint Ventures, Partnerships or Other Relevant Relationships Number of Employees
 - Number and types of clients
2. If your organization does not have an Aurora office, explain how your organization will provide services should the AHA decide to award to your organization.
3. Is your organization presently in compliance with all City, State and Federal requirements with jurisdiction over your business? If your answer is "No", what is the specific area of non-compliance and what do you anticipate is the outcome?
4. How many years has your organization been in existence in its current business form and operating under the same name?
5. What are your general office hours?
6. Has your organization conducted business with the Aurora Housing Authority in the last 24 months? If yes, provide details.
7. Provide the name of the representative to be assigned to handling all of the AHA's needs, facilitating communication and ensuring quality of services.
8. Has your organization or any team member thereof to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's organization or any of its officers, director, partners or principals now under indictment, court order or investigation?
9. Has your organization or any team member thereof to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the AHA or any other federal, state or local government, or private entity?

10. Has your organization or any team member thereof to be assigned to this project been involved in any claim or litigation with the AHA or any other federal, state or local government, or private entity during the last ten (10) years?
11. Describe any litigation against your organization in the past five (5) years including any settled or dismissed matters. Is vendor's organization under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.
12. Has your organization had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements?
13. Is your organization currently involved in any active/pending civil matters? If yes, explain.
14. Provide a disclosure statement for any conflicts of interest.

**ATTACHMENT D
FORM OF NON-COLLUSIVE AFFIDAVIT**

STATE OF ILLINOIS
COUNTY OF KANE

_____, being first duly sworn, deposes and says that he/she is

(a partner or officer of the firm of, 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, 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 AURORA HOUSING AUTHORITY or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this ___ day of _____, 2019

Notary Public

My Commission expires _____

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/offers 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) 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"/> 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 (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

(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 HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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.

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

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

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.