INVITATION FOR BIDS

Building Cleaning Services
For MHA Central Office,
700 Adams, Memphis TN, 38105

BID DUE DATE: June 17, 2020 by 3:00 PM
IFB NUMBER: PH 20-B-00572
SUBMIT BIDS TO dwalker@memphisha.org (emailed or delivered).
SOLICITATION COPY Download solicitation at memphisha.org (MHA Website)
PACKAGE AT: or make a copy request at dwalker@memphisha.org

*******THIS WILL BE A CONTACT FREE BID PROCESS AS MUCH AS POSSIBLE. FOLLOW ALL PROVIDED INSTRUCTIONS BEFORE SUBMITTING YOUR BID FOR CONSIDERATION *******

Pre-Bid Conference: Will be held on May 26th at 11:00 am, by Conference Call only, to provide clarification of any questions pertaining to the specifications or bid package. The call-in number will be: 712-451-0254; Access code 583497. Please call in 5-mins before the meeting starts.

Questions: Will be answered during the conference call. Bidders will be given access to the building by appointment only, May 5th thru June 3rd, but attendance is not mandatory to submit a bid. All other questions after the conference call must be submitted in writing before June 5th by 3:00 pm.

Requests for information related to this Invitation should be directed to:

    Mr. David Walker
    Manager of Contracts and Purchasing
    (901) 544-1298 (Ofc)
    (901) 544-1299 (fax)
    E-mail address: dwalker@memphisha.org
    Website: memphisha.org

Issue Date: May 15, 2020

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT PROCESS, PLEASE CONTACT US AS SOON AS POSSIBLE
INVITATION FOR BID

Janitorial Services for Central Office Building

<table>
<thead>
<tr>
<th>SECTION/TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td>2.0 COMPETITION INTENDED</td>
<td>4</td>
</tr>
<tr>
<td>3.0 DISCREPANCIES</td>
<td>4</td>
</tr>
<tr>
<td>4.0 BIDDER'S MINIMUM QUALIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>5.0 SCOPE OF SERVICES</td>
<td>5</td>
</tr>
<tr>
<td>6.0 CONTRACT TERMS AND CONDITIONS</td>
<td>20</td>
</tr>
<tr>
<td>7.0 INSTRUCTIONS TO BIDDERS</td>
<td>34</td>
</tr>
<tr>
<td>8.0 PRICE SHEET</td>
<td>38</td>
</tr>
</tbody>
</table>

Areas to be cleaned breakdown sheet | 37
Attachment # | 39
1. | 39
Attachment # | 40
2. | 40
Attachment # | 41
3. | 41
Attachment # | 42
4. | 42
Required Certification forms | Appendix
Instruction to bidders (HUD-5369) | Appendix
The Section 3 Clause | Appendix
Form of Contract (sample) | Appendix
Non Collusion Affidavit

Equal Opportunity Certification

Debarment and Suspension Certification

Drug Free Workplace Certification

Section 3 Business Concern Self-Certification


General Conditions (HUD-5370C)

Prepared By: David Walker, Manager of Contracts  Date: May 15, 2020

Memphis Housing Authority
Janitorial Services for Central office Bldg

1.0 PURPOSE
The intent of this Invitation for Bid is to obtain the services of a qualified contractor to provide janitorial services at the Central office Building, located at 700 Adams, Memphis, TN 38105. The building (facility) is comprised of 2-levels of various sized offices, a break room, meeting rooms, restrooms, elevators, carpeted floors, and administration areas, waiting space, vending. The total building area expected to be cleaned by the contractor is approximately 41,700 square feet for all areas (see statement of work). The building mostly receives daytime visitors and is open to the public Monday through Friday from 8 am till 5:00 pm.

It is the MHA intent to award a one (1) year contract to the successful bidder with up to two additional renewals one (1) year periods for a possible three (3) year contract with satisfactory performance.

2.0 COMPETITION INTENDED
It is the MHA intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES
Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the MHA in writing, no later than June 5, 2020 by 3:00 pm. Any changes to the IFB that result from such a clarification request will be communicated through a written addendum and shall be updated to the MHA website. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the MHA. Check the MHA website prior to submitting your bid.

4.0 BIDDER'S MINIMUM QUALIFICATIONS
Only those bidders who provide documentation in their bid that they satisfy the following criteria will be considered for further evaluation. Failure to include any of the required documentation may be cause for your bid to be deemed non-responsive and rejected.

4.1 Bidders must demonstrate they have been in business providing similar services for this sized/similar building for at least the last three (3) years. Bidders shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years if requested.
4.2 Bidders shall provide, at a minimum, three (3) comparable references of current work being performed in similar facilities. These references must be for work done for a 30,000 square foot, or greater comparable building(s) with similar cleaning requirements.

4.3 Bidder shall be capable of, and required to, if requested criminal background checks on all employees performing under this contract prior to any work being done.

5.0 SCOPE OF SERVICES

5.1 Bidder’s price shall be sufficient to pay all applicable federal and state withholdings, worker’s compensation, insurance and comply with at a minimum, the current minimum wage rate. All bidders shall provide with their bid a cost breakdown detailing how the bid price was determined. The breakdown shall include number of employees, cost of supplies, etc. Failure to include this breakdown with the bid may be cause to deem the bid non-responsive and rejected.

5.2 Work Included

The work consists of providing custodial services inclusive of labor, equipment, materials, and supplies to clean the facility in accordance with the tasks and frequencies set forth herein for the performance of the projected work. The building that this solicitation includes is:

Entire Central Office Bldg Areas: 41,700 Square Feet

5.3 Work and Workmanship

A. The Contractor shall thoroughly complete each task in a professional, workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

B. The ultimate responsibility of the Contractor is to provide a facility that is uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the MHA and the Contractor. The actual frequency that tasks are performed may vary depending on user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors. Regardless of these factors, the Contractor will maintain MHA standards.

C. The MHA reserves the right to add similar items/services or delete items/services specified in the Contract as requirement’s change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed to by the
MHA and the Contractor. A Contract amendment will be issued for each addition/deletion.

D. The Contractor is hereby required to render and provide custodial services pursuant to the specifications and frequencies established by the MHA as set forth herein.

E. All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the MHA Representative(s). The Contractor shall provide and post material safety data sheets (MSDS) for all products to the Contract Administrator.

F. The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the Contract Administrator must be notified in writing within (5) days after the change.

G. The Contractor recognizes that other program activities and repair and maintenance operations may be conducted at the sites by MHA work forces and other parties under Contract with MHA. The Contractor may be required to modify or curtail certain tasks and operations when this occurs.

H. The Contractor shall not interfere with the public use of the facility and shall conduct its operations so as to offer the least possible obstruction and inconvenience to MHA employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

5.4 Temporary Suspension of Work

The Contract Administrator shall have the authority to suspend work by the Contractor, wholly or in part, for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the Contract Administrator, during MHA business hours, to temporarily suspend work, wholly or in part, for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of MHA to notify the Contractor of changes in locks, security codes or access to the facility being cleaned.

5.5 Contractor’s Damages
The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, telecommunications and electrical equipment and cables, and all other physical objects in the facility being cleaned. In the event of damage by the Contractor, and upon verification by the Contract Administrator of causes and costs of damage, Contractor shall pay MHA for said damage(s).

5.6 Consumable Materials & Supplies

MHA will provide toilet tissue, paper towels and hand soap. The Contractor shall furnish all other cleaning supplies, at no cost to MHA, including trash receptacle liners. They include but are not limited to:

A. Wax such as 20% or equivalent.

B. No supplies shall be used that MHA or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment. The bidder shall indicate on the “Supply List” (Attachment #1) the brand names and estimated quantities necessary for the performance of the Contract. Failure to complete this list may be a basis for rejection of the bid. MHA may require samples of the products offered. The successful bidder shall supply Product Brochure and the Material Safety Data Sheets (MSDS) within ten (10) day after award of the Contract. Submission of this list is MANDATORY.

C. The Contractor is responsible for supplying all cleaners.

D. The Contractor shall be responsible for replacing trash liners in accordance with the Task Specifications. The Contractor shall also ensure proper distribution and monitoring of these materials/supplies so as to prevent waste, theft, or other abuse.

E. The Building Engineer or Manager shall identify and authorize the Contractor to use a designated area for storage as needed. If the designated area is shared with MHA, the Contractor shall clearly identify materials and supplies belonging to the Contractor. MHA shall provide, if possible and available, a locked storage area.

5.7 Cleaning Equipment

A. All necessary cleaning equipment including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is
harmful to the buildings or their contents. The bidder shall indicate on the “Equipment List” (Attachment #2) the manufacturer and amount of equipment that they have available for use under the Contract. **FAILURE TO COMPLETE THIS LIST MAY BE A BASIS FOR REJECTION OF THE BID AS NON RESPONSIVE.**

B. Electrical power (110) volts will be furnished by MHA at existing power outlets for the Contractor’s use to operate such equipment as is necessary in the conduct of its work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

C. Adequate cleaning supplies and equipment shall be stored in locked housekeeping closets or storage cabinets

5.8. **Use of MHA Property, Facilities, and Equipment**

The Contractor shall not use MHA facilities, property, or equipment, including copy machines, telephones, fax machines, computers, calculators, typewriters, and other items for personal or company business. The MHA telephones shall be used only for medical emergencies. If used, a notice of use shall be provided to the MHA when no employees are available on site.

5.9. **Inquiries and Complaints**

The Contractor shall provide a method(s) to enable the MHA to contact a representative of the Contractor, who is proficient in English, to take necessary action regarding inquiries, complaints and emergencies. The Contractor shall reply to MHA within one (1) hour after it is contacted by MHA.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, MHA may, after reasonable attempts to notify the Contractor, cause such action to be taken by the MHA work force and charge the cost thereof as determined by MHA to the Contractor or may deduct such cost from an amount due to the Contractor from MHA.

All complaints shall be resolved as soon as possible after notification, but in all cases within the next date of scheduled custodial services, and to the satisfaction of the building manager. If any complaint is not resolved within this time, MHA shall be notified immediately of the reason for not resolving the complaint, followed by a written report to MHA within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of MHA, MHA may correct the specific complaint and the total cost incurred by MHA will be deducted from the payments owing to the Contractor from MHA.

5.10. **OSHA Guideline Compliance**
A. MATERIAL SAFETY DATA SHEETS – Contractor shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s MSDS must be provided to the Contract Administrator, prior to the product being used in any facility.

B. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

C. LABELING OF HAZARDOUS MATERIALS – Contractor shall comply with OSHA regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

D. CAUTION SIGNS – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to MHA. Caution signs shall be on-site on commencement of the Contract.

E. OSHA GUIDELINES OF BLOOD PATHOGENS – Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the building Manager who will forward to the Contract Administrator.

F. Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract.

G. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit MHA to immediately terminate this Contract without liability.

5.11. Labeling of Supplies/Chemicals

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies, or this Contract. Marking or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

5.12. Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate
protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

5.13. Germicidal Properties
The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

5.14. Facility Checks
The Contractor shall perform daily onsite safety checks of both the interior and exterior of the facility. The safety checks will be recorded on site and be posted in each facility office on a form provided by the building Manager.

5.15. Hours and Days of Custodial Services

A. Day Time Custodial Services

The Contractor shall provide daytime custodial service Monday through Friday. The work hours will be 8:00 to 5:00 pm.

The building is closed for the following Holidays:

- New Year's Day
- Martin King Birthday
- Memorial Day
- Independence Day
- MLK Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Good Friday
- Christmas Eve
- Christmas Day
- Day after Xmas
- President Day

All major cleaning tasks shall be completed prior to holiday closings.

B. Custodial Services Schedules

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the Contract Administrator for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work (i.e., weekly, monthly, semi-annual, and annual tasks) by the day of the week, week, and month.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Administrator for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of the Contract Administrator, monthly meetings between the Contractor and the MHA may be scheduled to determine progress and address any changes in schedules, problem areas, etc.
Changes or variations in scheduling may be necessitated by MHA special events, recreation classes, reservations, etc. The Contractor shall adapt any or all schedules to MHA requests.

C. The Contractor must notify the Contract Administrator of any problems or service interruptions within twenty-four (24) hours or the next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the Contract Administrator. Costs associated with services that cannot be made up shall be charged to the Contractor. Repeated custodial service interruptions without justification or approval of the Contract Administrator may result in Contract termination.

5.16. Supervisor(s)

The Contractor shall provide necessary on-site supervision. Contractor's Supervisors shall be literate and conversant in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with MHA personnel. Contractor's supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The Contract Administrator will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The Contractor shall be required to provide as much supervision as required to correct performance problems. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide to MHA the name and position of the substitute supervisor within the company.

5.17. Mandatory Qualifications for Contractual Personnel

A. The facility shall be fully staffed on the first day of work under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

B. Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract.

C. The Contractor shall obtain criminal, background checks at its expense on all Contract personnel at the start of this Contract if requested. Upon request within thirty (30) days of any Contract renewal period, Contractor must provide verification of having run background checks on all current personnel and remit a statement of such with a current personnel list attached.
D. The Contractor shall supply the Contract Administrator with a current list of all employees who will perform work at the facility. Each of these employees shall be adequately trained and have had criminal background checks.

5.18 Employee Identification and Building Access

A. Identification badges shall be furnished by the Contractor and worn by all Contractor's employees while on MHA premises. The badge shall have the employees', name.

B. Access to the facility shall be as directed by the building Manager or his representative. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the building Manager or his authorized representative. Contractor will be supplied with a list containing point of contacts and corresponding phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the building Manager.

5.19 Contractor Quality Control Program

A. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. Upon request a draft Quality Control Plan (QCP) shall be submitted for review and approval prior to start of the Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Contract Administrator points out the deficiencies. This QCP is of paramount importance. The program shall include, but not be limited to the following:

1. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform.

2. An on-site file of all inspections conducted by the Contractor and the corrective action taken shall be maintained. This
documentation shall be made available to MHA, upon request, during the term of the Contract.

5.20 Task Specification

A. Management, Supervision, and Safety

1. The Contractor has the responsibility of providing fully trained and qualified personnel. This staff's activity shall be closely monitored by the building Manager at the facility to detect operational irregularities and non-compliance with contractual requirements.

2. It is the Contractor's executive, management, and supervisory staff's responsibility to oversee the activities of its staff daily, throughout the range of its activities, and does not delay, ignore, or otherwise limit its contractual obligations.

3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the facility unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator shall be immediately notified of any unsafe condition. If needed, Contractor shall assist the public by summoning emergency assistance while at the facility.

4. The Contractor's crew leader and custodial staff, as well as their supervisory and management staff, shall be fully versed in the Contract and its cleaning/maintenance schedule(s). An outline of the task requirements and schedule for the facility shall be kept with each crew. If any task cannot be thoroughly completed within the Contract cleaning schedule time line, MHA shall be immediately notified.

B. Clean Floors

"NOTE: All cleaning compounds used on the flooring in the Boardroom and the office carpet shall be spot-tested before applying chemicals to the entire surface. This procedure shall apply anytime a new brand is used.

1. Resilient Tile (main entry, bathrooms, break room, lobby, stair landings, administrative area, offices, hallways, common areas)

Daily: The Contractor shall begin cleaning operation by sweeping floor with a treated dust-mop to remove all dirt, dust, trash, particles, and other debris. The Contractor shall utilize a mildly abrasive pad (or equivalent) to remove all scuff marks,
scars, streaks, spills, stains, gum, tar, and other foreign substances. The Contractor shall then wet mop the floor. When wet mopping, the Contractor shall ensure that the floors, walls, baseboards, corners, thresholds, and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar, and other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning solution. The Contractor shall ensure that all cleaning solutions have been mixed according to manufacturer’s directions and are appropriate for the floor surface. The Contractor shall take the necessary precautions, including the display of “wet floor” signs to ensure that facility users are advised of wet/slippery floors. (Rest room floors are addressed under “Rest Rooms.”)

C. Buff Floors

1. Resilient Tile

Weekly: The Contractor shall damp mop, and then spray buff floor(s) with an approved floor wax and a high-speed polisher with an abrasive pad. This operation shall take place after the daily cleaning has been completed. Excessive wax build-up shall not be present on floor, corners, or baseboards. The Contractor shall take the necessary precautions, including the display of “wet floor” signs to ensure that facility users are advised of wet/slippery floors. (Rest room floors are addressed under “Rest Rooms.”)

D Strip & Wax Floors

1. Resilient Tile

4 x per year: The Contractor shall strip and wax floor(s) with an approved floor wax. Entire room or corridor shall be completed in one operation, and shall be completed in accordance with the manufacturer’s recommendation. The Contractor shall take the necessary precautions, including the display of “wet floor” signs to ensure that facility users are advised of wet/slippery floors. (Rest Rooms floors are addressed under “Rest Rooms.”)

E. Clean Carpets & Floor Mats

1. Daily / as-needed: Carpet Vacuuming should be initiated only near the end of the work day, or per the specific request of Director, Contract Manager or affected personnel in the work
area. This does not apply to emergency requests or the conditions identified under Section E (2). The Contractor shall begin cleaning operation by removing all paper, gum, rubber bands, staples, paper clips, and other debris from the carpet. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles shall be moved to vacuum underneath, and then replaced in their original positions. The beater bars or brush of the vacuum shall be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas which are inaccessible to the carpet vacuum. The Contractor shall also spot clean the carpet to remove all spots, stains, gum, tar, and other foreign substances. When spot cleaning carpet, the Contractor shall use a spray foam product and a soft bristle brush to agitate the area; any dampness shall be removed by blotting area with a clean soft cloth. The building Manager or Representative(s) shall be notified if spot cleaning effort is not effective.

2. **3 x per year: Clean Carpets.** The Contractor shall thoroughly clean carpets and rugs using the hot water extraction method (steam). The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Hot water extraction equipment shall be operated over the entire carpeted area. Cleaning solution and hot water is sprayed under pressure at a temperature of 150 degrees F or higher point of origin and immediately extracted with a vacuum source. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

F. **Clean Walls, Wall Cabinets & Partitions**

Daily: The Contractor shall spot clean walls, including light switches, wall cabinets, and partitions to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold, and other foreign substances. The Contractor shall ensure that the walls, wall cabinets, and partitions are uniformly clean, and that there are no smudge spots on
the wall overlaps, and that water/cleaning fluids are not spilled onto floors or adjacent areas. Knobs and switch plates shall be treated with a disinfectant solution daily.

G. Partitions & Panels, elevators and dusting

Daily: The Contractor shall spot clean glass doors, glass partitions, and glass panels. The glass surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, stains, streaks, and foreign substances.

Weekly: Dust shall not be moved from place to place, but removed directly from the areas in which it lies. When doing high cleaning, dust shall not be allowed to fall onto furniture and equipment below. Dust shall not be on window blinds, walls, base boards, ceilings, vents, returns and all horizontal surfaces (tables, desk, clocks, computers and fire equipment).

Weekly: Sweep, clean, wet mop and spray buff the hard surface floors. Damp wipe/dry, shine, metal interior and exterior doors of the elevators on the 1st and 2nd floor.

H. Clean Doors & Door Frames

Daily: The Contractor shall spot clean doors, including door glass and handles, and door frames to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas. Handles and crash bars shall be treated with a disinfectant solution daily.

I. Clean Ceiling Vents & Light Fixtures

3 x per year: The Contractor shall dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cob webs. The Contractor shall notify the building Manager of burned out light bulbs and missing or damaged ceiling tiles.

J. Empty & Clean Trash Receptacles

Daily: The Contractor shall empty all trash receptacles. Liners shall be replaced daily. All trash must be bagged before it is placed in the dumpster. Receptacle surfaces and lids shall be cleaned daily and treated with a disinfectant solution. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors shall be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the dumpster/container...
located in the exterior trash enclosure. No trash should be left on the
ground around the enclosure, or on top of the enclosure.

K. Clean Windows and Window Sills & Venetian Blinds

1. Daily: The Contractor shall dust and spot clean all window frames below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti, and other foreign substances. The Contractor shall also spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti, or foreign substances discovered on interior windows.

   Bi-Weekly: The Contractor shall clean the interior and exterior sides of the entrance glass, entrance doors, and adjacent windows. The surfaces shall be completely cleared and dried, and shall present a uniform appearance free of all dirt, grime, smudges, stains, streaks, and foreign substances.

2. Annually: The Contractor shall thoroughly clean all interior windows, screens, and venetian blinds with a mild detergent so that they are free of dust, grime, and other foreign substances.

L. Clean Drinking Fountains

   Daily: The Contractor shall use an approved germicidal disinfectant, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges, and foreign substances from the drinking fountain and entire cabinet. Contractor shall check as needed.

M. Clean Restrooms

The following tasks shall be completed daily:

1. Clean & Disinfect Sinks, Toilets, Urinals, Exposed Plumbing – The Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, and urinals. The cleaning shall include the drying and polishing of all exposed hardware. The interior of toilets, toilet seats, and urinals shall be scoured using a bowl mop. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and
other foreign substances. All metal hardware such as flush valves, faucet valves, and faucets shall be wiped dry and be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be immediately reported to the building Manager. Toilet seats will be left in an upright position after cleaning.

2. Clear Sink, Urinal & Toilet Stoppages – The Contractor shall attempt to clear all toilet and sink stoppages by use of a plunger or other device. If the attempt to clear the stoppage(s) has failed, the Contractor shall post an “out of order” sign on the sink, urinal, or toilet stall door, and shall immediately report the stoppage(s) to the building Manager. Where main sewer stoppages occur, the Contractor shall secure/lock the rest room, post an “out of order” sign on the rest room door, and shall immediately report the stoppage to the building Manager.

3. Clean Walls, Partitions, Door Frames & Door Handles – The Contractor shall spot clean walls, partitions (including the interiors of toilet stalls and doors), door frames, and door handles to remove all dirt, cob webs, graffiti, grease, marks, blood, feces, stains, smears, mold, and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas. Door frames and door handles shall be treated daily with a disinfectant solution.

4. Clean & Disinfect Rest Room Floors – The Contractor shall begin cleaning/disinfecting operation by sweeping floor with a dust mop or broom to remove all dirt, dust, trash, particles, and other debris. The Contractor shall also remove all hazardous wastes including feces, blood and vomit by flushing it down the floor drain, by use of water blaster, if necessary. Hazardous wastes shall be handled in accordance with bloodborne pathogens standards. The Contractor shall then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer, and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three to four minutes, and shall then be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well wrung mop, or it may be squeegeed to the floor drain. After being mopped, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings, and grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks or mop streaks left on fixtures, walls, baseboards, trash receptacles, etc.
5. Empty & Clean Trash Receptacles – The Contractor shall empty all trash receptacles. Liners shall be replaced daily. **Exteriors of receptacles shall be treated with a disinfectant solution daily.** The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors shall be washed out and dried out before new liners are installed. The Contractor shall place the removed trash into the dumpster/container located in the exterior trash enclosure located in the parking lot. No trash should be left on the ground around the enclosure, or on top of the enclosure.

6. Clean Mirrors – The Contractor shall remove all soil, streaks, smudges, film, and foreign substances from the mirror surface and frame using glass cleaning solution (in a spray bottle) and a cloth. Mirror surface shall be polished with a clean, dry cloth so that it presents a uniform, clean appearance. Adjacent shelves shall be cleaned in the same manner.

7. The Contractor shall also wipe clean and disinfect the dispensers and adjacent surfaces with a germicidal detergent to remove hand prints and smudges.

8. The Contractor shall check all dispensers for proper operation, and shall report inoperative devices to the building Manager.

N. **Bathroom Floors**

The following tasks shall be completed four (4) times a year:

1. Strip and Seal Floors – The Contractor shall strip and seal floors, with an approved sealer. No wax shall be applied. The Floor shall be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing, and dissolved and finished particles, and other foreign substances. Walls, baseboards, and other surfaces shall be clean and free of watermarks, cleaning equipment marks, and splashing. The Contractor shall ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured, or impaired. The Contractor shall take the necessary precautions, including the display of “wet floor” signs, to ensure that facility users are advised of wet/slippery floors.

2. Clean Ceiling Vents, and Light Fixtures - The Contractor shall thoroughly clean, using a germicidal disinfectant and sponge or
clean cloth, the ceiling vented and light fixtures to remove all
dirt, grease, particles, cob webs, and other foreign substances.
The Contractor shall not use a hose or other means for this
operation.

O. **Clean Exterior/Interior entry**

The following tasks shall be completed daily:

1. Vacuum the entry mats and sweep underneath the mat to
   remove sand, dirt, grit etc from the floor

2. Sweep all stairs to remove debris. Mop the rubber stair tread
   as-needed to maintain a clean and uniform appearance.

P. **Emergency Custodial Services**

Emergency services may include, but are not limited to, cleaning up spills,
leaks, floods, sickness, animal wastes, breakage, etc. In the event an
emergency situation is of such magnitude the regularly scheduled tasks
cannot be accomplished, the MHA and building Manager shall be so
informed. Emergency services shall be judged according to the nature of the
procedure (i.e., separate standards apply to each function) and on the
responsiveness to the situation.

Q. **Non-Emergency Services**

Non-emergency services may be scheduled at the Manager’s discretion to
accommodate special events and programs.

R. **Clean/dusting Furniture and File Cabinets**

Weekly: Wipe the side of desks, but no desktops. Wipe and dust file cabinets
exposed top surfaces, fronts and sides. Wipe office chairs wood, metal and
vinyl surfaces. Use a safe multipurpose spray or liquid cleaner for all hard
and vinyl surfaces or material when cleaning dusting.

### 6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms
and Conditions:

6.1 **Procedures**

The extent and character of the services to be performed by the Contractor
shall be subject to the general control and approval of the building Manager,
MHA Maintenance Dept. or his/her authorized representative(s). The
Contractor shall not comply with requests and/or orders issued by other than
the building Manager or his/her authorized representative(s) acting within their authority for the MHA. Any change to the Contract must be approved in writing by the Contracting Dept and the Contractor.

6.2 Contract Period

The Contract shall cover the period from July 1, 2020 through June 30, 2021, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the MHA. The renewal may be for up to two (2) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial rates and subsequent renewal rates are guaranteed for a minimum of twelve (12) months. Any increase in rates at the end of the initial term must be deemed acceptable to the MHA or the MHA may elect to solicit bids.

Notice of intent to renew will be given to the Contractor in writing by the MHA, normally ninety (30) days before the expiration date of the current Contract.

6.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Contracting Dept. The Contractor must keep the Contracting advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the MHA to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.4 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or items) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Manager, or should the Contractor fail to make a timely replacement of rejected items when so requested, the MHA may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the MHA for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the MHA owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the MHA as a result of the Contractors nonperformance shall be deducted from the balance as payment.

6.5 Material Safety Data Sheets

By law, the MHA will not receive any materials, products, or chemicals which may be hazardous to an employee’s health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the MHA, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the MHA criteria for approval.

6.6 Business, Professional, and Occupational License Requirement
All firms or individuals located or doing business in Shelby County are required to have a business license in accordance with the Shelby County's "Business Tax Bureau.

6.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Tennessee.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the MHA, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
   Coverage A: Statutory
   Coverage B: $100,000

2. General Liability:
   Per Occurrence: $1,000,000
   Personal/Advertising Injury: $1,000,000
   General Aggregate: $2,000,000
Products/Completed Operations: $2,000,000 aggregate
Fire Damage Legal Liability: $100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. **Automobile Liability:**
   Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the MHA. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. **Liability Insurance "Claims Made" basis:**
   
   If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
   
   a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
   
   b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The MHA reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Tennessee.
5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the MHA. These certified copies will be sent to the MHA from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

c. Any certificates provided shall indicate the Contract name and number.

6. The MHA, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the MHA may possess." (Use "loss payee" where there is an insurable interest).

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970 as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the MHA, its officers, employees, and agents.

6.08 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the MHA from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "MHA" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the MHA or to reimburse the MHA for its attorneys' fees and costs related to the claim. This section shall survive the Contract.
6.09 Safety

All Contractors and subcontractors performing services for the MHA are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.10 Notice of Required Disability Legislation Compliance

MHA is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II.

Specifically, MHA, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.

6.11 Employment Discrimination by Contractors Prohibited

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
6.12 **Drug-free Workplace**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.13 **Immigration Reform and Control Act of 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.14 **Substitutions**

NO substitutions or cancellations are permitted after Contract award without written approval by the Contract Dept. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the MHA agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the MHA at its sole discretion.

6.15 **Workmanship and Inspection**

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The MHA may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the MHA. Further, the MHA may, from time to time, make inspections of the work performed under the Contract. Any inspection by the MHA does not relieve the Contractor of any responsibility in meeting the Contract requirements.

6.16 **Exemption from Taxes**

MHA is exempt from Tennessee State Sales or Use Taxes and Federal Excise Tax; therefore the Contractor shall not charge the MHA for Tennessee State Sales or Use Taxes or Federal Excise Tax on the finished
goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a contract. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.17 Invoicing and Payment

At the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed.

Invoices shall be submitted to:

Memphis Housing Authority
Accounts Payable
700 Adams
Memphis, TN 38105

All such invoices will be paid within thirty (30) days by the MHA unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Payment is rendered by mailed check or direct deposit. No check pickups are allowed.

6.18 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the MHA for work performed by a subcontractor under this Contract, the Contractor shall either:

Pay the subcontractor for the proportionate share of the total payment received from the MHA attributable to the work performed by the subcontractor under this Contract.

6.19 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Contracting Dept.

6.20 Termination

Subject to the provisions below, this Contract may be terminated by the MHA upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the MHA until said work or services are completed and accepted.

A. Termination for Convenience

The MHA may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
B. **Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.21 **Contractual Disputes**

The Contractor shall give written notice to the Contracting Dept of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Contracting Dept by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Contracting Dept shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the MHA receipt of the claim.

The Contracting Dept decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Contracting Officer, or his designee. The Contracting Officer shall render a decision within sixty (60) days of receipt of the appeal.

6.22 **Severability**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.23 **Applicable Laws/Forum**

This Contract shall be governed in all respects by the laws of Tennessee. Any judicial action shall be filed in Tennessee, County of Shelby.

6.24 **Notices**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

**TO MEMPHIS HOUSING AUTHORITY:**
6.25 **Licensure**

To the extent required by the Commonwealth of Tennessee or the County of Shelby, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.26 **Certificate of Authority**

The Contractor shall maintain a valid certificate of authority to transact business in Tennessee with the City of Memphis Business Bureau, if required, during the term of the Contract or any Contract renewal.

6.27 **Criminal Background Checks**

The Contractor shall upon request obtain criminal background checks on all personnel who will be assigned to MHA buildings working in any capacity including supervision. It is recommended that the Contractor keep on file with the Contract Dept a list of persons who may work at the facility so that replacements can be made quickly. The Contractor MUST remove any employee from MHA service who is convicted of a felony during his employment.

**NOTE:** The Contractor will have all employees working at MHA site have photo identification (frontal face). This identification must be on them at all times.

The MHA reserves the right to require immediate removal of any Contractor employee from MHA service if it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

6.28 **Confidentiality**

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the MHA. Therefore, except as required by law, the Contractor agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person, or allow any other person access to, any information related to the MHA or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX...
transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that the MHA, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the MHA may seek legal remedies available to it should such disclosure occur. Further the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the MHA as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

6.29 Safety and Health

A. All work shall comply with applicable Federal, State, and County safety and health requirements including procedures for MSDS and protocols for dealing with blood borne pathogens. Failure to comply with these regulations can be cause for termination of the Contract. Where there is a conflict between the applicable regulations, the most stringent will apply.

B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

6.30 Determined Wage Rate

The determined wage for a Janitor is $11.32 per hour. For all employees performing services for this contract the individual will be paid no less than the determined rate listed. Violations of labor standards will be handled according to the Department of Labor guidelines and regulations. Payrolls are not required for reporting for contracts under $100,000; however, payroll records must be maintained 3-years after the contract ends for auditing and file review from as may be requested at anytime.

6.31 Minimum Staff-Hour Requirements and Records

A. Total Daily Minimum Staff-Hours

A minimum of eight (8) productive staff-hours shall be provided every scheduled workday at the facility by the Contractor to accomplish the service tasks and frequencies contained in the Task Specification Section.
Clerical, Administrative, and Supervisory personnel do not qualify as productive employees and shall not be counted in the total staff hours furnished by the Contractor to meet the minimum staffing requirements.

B. Payrolls:

1. The Contractor performing work under this Contract shall keep the records identified below for each employee performing work described in the Contract:
   a. Name, SSN
   b. Work Classification
   c. Hours worked each day with starting and ending time
   d. Contractor shall notify the Contracting Dept immediately of any change in staffing for security reasons.

2. The Contractor shall furnish a certified original payroll copy of such records upon request to the Contracting Dept.

6.32 MHA Quality Assurance Program

Each of the services to be rendered under this Contract is subject to MHA inspection, both during and after completion of the tasks. The MHA Quality Assurance Program (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The MHA Q/A effort do not relieve the Contractor of the responsibility for satisfactorily performing the services specified in the Contract.

A. Consequence of Contractor's Failure to Perform Required Service

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due the Contractor or termination of the Contract. The types of reductions described below may, at the MHA option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

1. Immediate response requires the Contractor to report to the site by the next workday to correct deficiencies from the previous night. The deficiencies shall be of such a nature as to warrant immediate correction or the use and enjoyment of the building will be negatively affected. Deficiencies requiring immediate response are usually gross in nature, such as an entire bathroom not being cleaned, but can be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to make corrections, the MHA may deduct a
portion of payment for one day depending on the nature of the infraction.

2. During the first three (3) months of the Contract, the Contractor shall meet on-site with the Contract Administrator and/or other designated MHA officials as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing, any disagreement with the written documentation.

5. After the first three (3) months of the Contract, or at the request of the Contracting Dept, the Contractor shall meet with the Contracting and other designated MHA officials for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance.

B. Consequence of Contractor's Use of Non-Authorized Employees

If Contractor uses employees not on the list, MHA may order that person(s) off the property and deduct the costs of a full eight (8) hours from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the Contract.

6.33 Security

Any interior doors that must be unlocked to gain access shall be kept locked during the performance of work. Should any other devices need to be unlocked, such as an entry gate, those devices must be locked immediately upon entry or exit. At no time shall the Contractor allow any person into a locked area or loan keys/access cards to another person. The Contractor shall not allow anyone (including MHA employees) into the facility when doors are locked. Violation may result in termination of the Contract. All exterior doors shall remain locked during the performance of the work and all exterior doors and windows must be locked at the end of the shift.

6.34 Key Deposit

Access to the facility shall be in accordance with instructions, keys and/or security cards issued or provided by the building Manager. Access may include special instruction about security systems installed at the facility. The Contractor shall take all reasonable precautions to ensure the security of the facility and internal equipment and furnishings at all times. The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facility. The Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e., re-keying of whole facility). The Contractor shall report all lost or stolen keys to the building Manager within twenty-four (24) hours after discovery of the loss.
The Contractor shall reimburse the MHA for the total cost, as determined by the MHA, of re-keying the facility or duplicating additional keys. This cost shall be withheld from payment(s). The decision to re-key the whole facility is solely that of the MHA.

Upon completion of Contract, final payment shall be withheld until all issued keys, security cards, or remote controls are returned to the MHA building Manager or authorized representative.

6.35 Unauthorized Personnel
At no time shall Contractor allow any people into the facility other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc., to be on the grounds or parking lot of the facility during working hours, other than to pick up or drop off an employee.

6.36 Unauthorized Use of MHA Equipment
The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

6.37 Emergency Telephone Numbers
The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

6.38 Smoking
Smoking is not allowed in MHA facilities at any time.

6.39 Energy Conservation
The Contractor(s) shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed.

6.40 Mandatory Qualifications:
A. The Contractor will have all employees working at MHA facility to have photo identification (frontal face). This identification must be on them at all times. Failure to comply with this Section shall cause further contract actions.
B. The MHA reserves the right to require immediate removal of any employee from MHA service who it deems unfit for service for any reason not contrary to law. This right is nonnegotiable, and the Contractor agrees to this condition by accepting this Contract. Positions remaining vacant beyond 24-hours may be cause for termination.
7.0 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the delivery shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be submitted by emailed.

7.2 Questions and Inquiries

Questions and inquiries, may be written, will be accepted from any and all bidders. The Contracting Dept is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other MHA staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received before the question deadline. It is the responsibility of all bidders to ensure that they have received all addendums.

7.3 Inspection of Site

On-site inspection of the location where the work will be performed will be available by request. Appointments can be requested for times from between May 27 thru June 3. Failure complete a site visit will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract. Inspection of the facility is not mandatory to submit a bid; however, submitting a bid is an acceptance of the present condition of the building.

7.4 Firm Pricing for MHA Acceptance

Bid price must be firm for MHA acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.5 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign the bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page.

7.7 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding
Correct or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the MHA discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the MHA or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Contracting Officer. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Contracting Officer denies the withdrawal of a bid he shall notify the bidder in writing stating the reasons for his decision.

7.8 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The MHA reserves the right to reject the successful bidder’s selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the MHA. Any such replacement shall be at no additional expense to the MHA nor shall it result in an extension of time without the MHA approval.

7.9 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.10 Samples

Samples, if required, must be furnished free of expense to MHA on or before the date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder’s expense. Each sample must be marked with bidder’s name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

7.11 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the MHA shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the MHA.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT MHA SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.
7.12 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.13 Late Bids

LATE bids shall be UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.14 Rights of MHA

The MHA reserves the right to reject all or any part of any bid, waive formalities, informalities or irregularities in any bids, to advertise for new bids, or proceed to do this work by other means as may be deemed to be in and for the best interest of the Authority.

7.15 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.16 Anti-Trust Violations

Tie bids may cause rejection of bids by the Contracting Dept and/or prompt an investigation for Anti-Trust violations.

7.17 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

7.18 Notice of Award

A Notice of Award letter will be mailed to the selected contractor.

7.19 Protest

Upon receipt of an Unsuccessful letter bidders have ten (10) days to protest the results in writing along with justification and intent.

7.20 Debarment

By submitting a bid, the bidder is certifying that bidder does not have adverse performance from other MHA projects, or debarred by the Federal Government.

7.21 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

7.22 Required Certifications

All bidders must submit the required certifications forms completed with their bid. The forms do not have to be notarized unless awarded the contract.
7.23 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the MHA.

AREAS TO BE CLEANED

Total building = 41,700 SF
Total carpet locations = 9,442 SF
Ten restrooms
Two Elevators

1st floor
Satellite office “Hope VI” (carpet),
Security Office (carpet)
Waiting room
Section 8 Dept
L & O Dept
HR Dept
Contracting Dept
Capital Dept
Asset Mgmt Dept
Main entry
Employment Office
Vending Machines
Hallways & stairs

2nd floor
I.T. Dept
Accounting Dept
Executive Offices
Boardroom
Office 1,2,3,4,5,6
Communications Office
Call Center
Legal Dept
Grant Office
Executive Conference Room
Executive bathroom
Break room
Budget Dept
Mailroom 1
Mailroom 2
Hallways & stairs
8.0 JANITORIAL SERVICES CENTRAL OFFICE BLDG

NAME OF FIRM:________________________________________

Address:______________________________________________

City St Zip__________________________________________

Federal Tax ID #: ______________________________________

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein.

Janitorial Services Central office building

Cost___________ per Month X 12 =___________ per Year

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM: ___________________________________________ INCLUDED: (X)
1. Addendums, if any. ________________________________
3. Supply List (Attachment #1) ________________________
4. Equipment List (Attachment #2) ____________________
5. Bidders Questionnaire (Attachment #3) ______________
6. Reference Disclosure Form (Attachment #4) __________
7. Financials (Sect. 4.1) ______________________________
8. Pricing Breakdown (Sect. 5.1) ______________________
9. Proof of Insurance (Sect. 6.7) _______________________
10. Required Certifications _____________________________

Person to contact regarding this bid:________________________

Title:________________________ Phone:__________________ Fax:____________________

E-mail:________________________________________________

Name of person authorized to bind the Firm (Sect. 7.6):__________________________

Signature:_________________________ Date:__________________________

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFR documents and agrees to the Contract Terms and Conditions as contained herein.
ATTACHMENT #1

SUPPLY LIST

Contractor is required to complete the list provided. The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the Contractor:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BRAND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaners:</td>
<td></td>
</tr>
<tr>
<td>Glass/Window</td>
<td></td>
</tr>
<tr>
<td>Bathroom</td>
<td></td>
</tr>
<tr>
<td>Bowl</td>
<td></td>
</tr>
<tr>
<td>Multi-Purpose</td>
<td></td>
</tr>
<tr>
<td>Floor Care</td>
<td></td>
</tr>
<tr>
<td>Stripper</td>
<td></td>
</tr>
<tr>
<td>Finish</td>
<td></td>
</tr>
<tr>
<td>Sealer</td>
<td></td>
</tr>
<tr>
<td>Polish</td>
<td></td>
</tr>
<tr>
<td>Metal Polish</td>
<td></td>
</tr>
<tr>
<td>Furniture Care</td>
<td></td>
</tr>
<tr>
<td>Polish (Laminate)</td>
<td></td>
</tr>
<tr>
<td>Polish (Wood)</td>
<td></td>
</tr>
<tr>
<td>Carpet spot/Stain Remover</td>
<td></td>
</tr>
<tr>
<td>Steam &amp; Carpet Cleaner</td>
<td></td>
</tr>
<tr>
<td>Disinfectant (Lysol or approved equal)</td>
<td></td>
</tr>
<tr>
<td>Tile Cleaner</td>
<td></td>
</tr>
<tr>
<td>Gum Remover</td>
<td></td>
</tr>
<tr>
<td>Dust Mop Treatment</td>
<td></td>
</tr>
<tr>
<td>Floor Pads</td>
<td></td>
</tr>
<tr>
<td>Upholstery Cleaner</td>
<td></td>
</tr>
<tr>
<td>Porcelain Cleaner</td>
<td></td>
</tr>
<tr>
<td>Stainless Steel Cleaner</td>
<td></td>
</tr>
<tr>
<td>Brass Polish</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT #2

EQUIPMENT LIST

Contractor is required to complete the list provided. The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the Contractor:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Grade, 1 1/2 hp. Min.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet/Dry Vacuum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backpack Vacuum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Scrub Machines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burnisher Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Speed Buffing Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Speed Buffing Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpet Steam Cleaner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brooms - Indoor/Outdoor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dustpans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mop - Dust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mop - Dust (treated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bucket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wringer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Floor Signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Trash Cans (w/caddy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special High Cleaning Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dusters (Lambswool, or approved equal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commode Bush</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Window Cleaning Utensils</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT #3

BIDDERS QUESTIONNAIRE

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS THEREIN CONTAINED.

1. How long has your organization been in business?

2. List below, or on an attachment, all pertinent information and/or data that indicated your firm's ability to satisfactorily perform to the terms of the contract?

3. Have you personally inspected the proposed work sites and have a complete plan for the performance of the work?

4. Will you subcontract under this contract? (Carpet cleaning and window washing only)

5. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you?

6. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address and place of business.
   * If a corporation, state the name of the President and Secretary
   * If a partnership, state the names of all partners.
   * If a trade name, state name(s) of individual(s) who do business under the trade name.

7. Name, address and telephone number of contact for emergency service.
ATTACHMENT #4

REFERENCE DISCLOSURE FORM

Contractor shall provide information regarding experience in the janitorial cleaning function by listing three (3) most recent clients. Greater emphasis shall be given to experience function at facilities of comparable size and nature of that specified for the MHA. At least two (2) references must be within the greater Memphis Area so that the MHA can confirm past performance by a physical site inspection by MHA staff.

1. Company Name: ______________________________________
   Contact: ____________________________________________
   Phone Number: ______________________ Size: __________ Type: ______
   Area Cleaned: _______________ Beginning: ___________ End: ___________
   Total job valued: $______________

2. Company Name: ______________________________________
   Contact: ____________________________________________
   Phone Number: ______________________ Size: __________ Type: ______
   Area Cleaned: _______________ Beginning: ___________ End: ___________
   Total job valued: $______________

3. Company Name: ______________________________________
   Contact: ____________________________________________
   Phone Number: ______________________ Size: __________ Type: ______
   Area Cleaned: _______________ Beginning: ___________ End: ___________
   Total job valued: $______________
Required Certifications

Instruction to bidders

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]
(d) Non-collusive affidavit, (applicable to contracts for construction
    equipment exceeding $50,000)

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

   (2) A fully executed “Non-collusive Affidavit” is, [ ] is not
       included with the bid.

2. Contingent Fee Representation and Agreement
(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

(c) The PHA/IIHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IIHAs minimum requirement. The bidder allows the following acceptance period: [calendars days].

(e) A bid allowing less than the PHA's/IIHAs minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (d) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(1) Check the block applicable to you

[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent owned by an Indian tribe. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

---

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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


(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.
community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

(b) “Segregated facilities,” as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The bidder will immediately notify the PHA/HHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2550, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

13. Bidder’s Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract classes are applicable and must be inserted into small construction/development contracts greater than $2,000 but not more than $150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer's decision shall be final unless the Contractor appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, or (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.

(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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damages to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination, less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or resumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within 30 days unless otherwise indicated in receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.
(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ [Contractor’s liability limit] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a “claims-made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the expiration date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ [Contractor’s liability limit] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder’s Risk insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA’s existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has the authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA’s approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) in the specifications (including drawings and designs);

(2) in the manner of performance of the work;

(3) in FHA-furnished facilities, equipment, materials, services, or site or;

(4) Directing the acceleration in the performance of the work.

(b) Any order written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause and shall be charged to the applicant. The Contractor may make an equitable adjustment and modify the contract in writing. However, except for a change based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for the architect) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(c) The Contractor must submit its request for a change order under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported by an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor
breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker’s Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.1B, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and data to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(b) The Contracting Officer shall act on proposals within 30 days after receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor’s Records

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

10. Rights in Data and Patent Rights (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.

11. Energy Efficiency

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

12. 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 items under this contract; or (2) during the preceding Federal fiscal year, the Contractor 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 (2) purchased a total of in excess of $10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 5, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 5 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 5, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those 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 application for each of the positions; and the anticipated date the work shall begin.

(e) 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.

(f) 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.

(i) 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.


(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.56(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or insured during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.56(2). 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 classification and wage rates contained in 29 CFR 5.56(1)(iv) and the Davis-Bacon Act (WH-132)) 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.

(2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(i) or (iii) of this clause 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.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as par
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(v), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(D) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. Information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 5; and

(C) That each laborer or mechanic has been paid at least the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(i) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(d) Apprentices. Apprentices will be permitted to work at least
the predetermined rate for the work they performed when they
are employed pursuant to and individually registered in a bona
fide apprenticeship program registered with the U.S.
Department of Labor, Employment and Training
Administration, 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 or 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.

The allowable ratio of apprentices to journeymen on the job
site in any craft classification shall not be greater than the ratio
permitted to the Contractor as to the entire work force under the
registered program. Any worker listed on a payroll at an
apprentice wage rate, who is not registered or otherwise
employed as stated in this paragraph, shall be paid not less than
the applicable wage rate on the wage determination for the
classification of work actually performed. In addition, any
apprentice performing work on the job site in excess of the
ratio permitted under the registered program shall be paid not
less than the applicable wage rate on the wage determination
for the work actually performed. Where a contractor is
performing construction on a project in a locality other than
that in which its program is registered, the rates and wage
rates (expressed in percentages of the journeyman’s hourly
rate) specified in the Contractor’s or subcontractor’s registered
program shall be observed. Every apprentice must be paid at
not less than the rate specified in the registered program for the
apprentice’s level of progress, expressed as a percentage of the
journeyman hourly rate specified in the applicable wage
determination. Apprentices shall be paid fringe benefits in
accordance with the provisions of the apprenticeship program.
If the apprenticeship program does not specify fringe benefits,
apprentices must be paid the full amount of fringe benefits
listed on the wage determination for the applicable
classification. If the Administrator of the Wage and Hour
Division determines that a different practice prevails for the
applicable apprentice classification, fringe shall be paid in
accordance with that determination. In the event OATELS, or a
State Apprenticeship Agency recognized by OATELS,
withdraws approval of an apprenticeship program, the
Contractor will no longer be permitted to utilize apprentices
at less than the applicable predetermined rate for the work
performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not
be permitted to work at less than the predetermined rate for the
work performed unless they are employed pursuant to and
individually registered in a program which has received prior
approval, evidenced by formal certification by the U.S.
Department of Labor, Employment and Training
Administration. The ratio of trainees to journeymen on the job
site shall not be greater than permitted under the plan approved
by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in
the approved program for the trainee’s level of progress,
expressed as a percentage of the journeyman hourly rate
specified in the applicable wage determination. Trainees shall
be paid fringe benefits in accordance with the provisions of the
trainee program. If the trainee program does not mention fringe
benefits, trainees shall be paid the full amount of fringe benefits
listed in the wage determination unless the Administrator of the
Wage and Hour Division determines that there is an
apprenticeship program associated with the corresponding
journeyman wage rate in the wage determination which
provides for less than full fringe benefits for apprentices. Any
employee listed on the payroll at a trainee rate who is not
registered and participating in a training plan approved by the
Employment and Training Administration shall be paid not less
than the applicable wage rate in the wage determination for the
classification of work actually performed. In addition, any
trainees performing work on the job site in excess of the ratio
permitted under the registered program shall be paid not less
than the applicable wage rate in the wage determination for the
work actually performed. In the event the Employment and
Training Administration withdraws approval of a training
program, the Contractor will no longer be permitted to utilize
trainees at less than the applicable predetermined rate for the
work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of
apprentices, trainees, and journeymen under this clause shall be
in conformity with the equal employment opportunity
requirements of Executive Order 11246, as amended, and 29

(g) Compliance with Copeland Act Requirements. The
Contractor shall comply with the requirements of 29 CFR Part
3, which are hereby incorporated by reference in this contract.

(h) Contract Termination; Debarment. A breach of the labor
standards clauses in this contract may be grounds for
termination of the contract and for debarment as a Contractor
and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Acts.
Requirements. All rulings and interpretations of the Davis-
Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5
are hereby incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards. Disputes arising out of
the labor standards provisions of this clause shall not be subject
to the general dispute clause of this contract. Such disputes
shall be resolved in accordance with the procedures of the
Department of Labor set forth in 29 CFR Parts 5, 6, and 7.
Disputes within the meaning of this clause include disputes
between the Contractor (or any of its subcontractors) and the
PHA, HUD, the U.S. Department of Labor, or the employees or
their representatives.

(k) Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that
neither it (nor he or she) nor any person or firm who has an
interest in the Contractor’s firm is a person or firm
ineligible to be awarded contracts by the United States
Government by virtue of section 104 of the Davis-Bacon
Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person
or firm ineligible for award of a United States Government
contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:
(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
NON COLLUSION AFFIDAVIT

State of Tennessee
County of ________________

I, ________________, being duly sworn, depose and say:

That I am the ________________ (title) of the firm of ________________, the party making the foregoing proposal; and

That such proposal is genuine and not collusive or a sham; and

That said Offeror has not colluded, conspired or agreed, directly or indirectly with any other offeror or person, to put in a sham offer or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer price or affiant or any other offeror, or to fix any overhead, profit or cost element of said offer price, or that of any other offeror, or to secure any advantage against the Memphis Housing Authority or any person interested in the proposed contracts; and

That all statements in said proposal are true.

Subscribed and sworn to before me this ______ day of ____________, 20__

Notary Signature

My commission expires ________________

Date

Company Name

Principal

Title

Date
DEBARMENT AND SUSPENSION CERTIFICATION

By signing and submitting a proposal in response to the solicitation of the Memphis Housing Authority, the Respondent certifies to the best of its knowledge and belief that:

- Neither the Respondent nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency;

- Neither the Respondent nor any of its principals have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Neither the Respondent nor any of its principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification;

- Neither the Respondent nor any of its principals have had one or more public transactions (Federal, State or local) terminated for cause or default; and

- Neither the Respondent nor any of its principals are currently engaged in litigation against the Memphis Housing Authority.

Subscribed and sworn to before me this ______ day of ______, 20_____.

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
EQUAL OPPORTUNITY CERTIFICATION

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

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that such applicants are recruited or 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, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable, will 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 or subcontractor, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

Subscribed and sworn to before me this ___ day of __________, 20__

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
The undersign hereby certifies that he/she will provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use will be taken against employees for violations of such prohibitions.

1. Establishing a drug-free awareness program to inform employees about:
   a) The dangers of drug abuse in the workplace
   b) The proposed policy of maintaining a drug-free workplace
   c) Any available drug counseling, rehabilitation, and employee assistance program, and
   d) The penalties that may be imposed upon employees for violations occurring in the workplace.

2. Making a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1).

3. Notifying the employee required by paragraph (1) that, as a condition of employment under the contract, the employee will:
   a) Abide by the terms of the statement; and
   b) Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

4. Notify the Memphis Housing Authority (MHA) within ten (10) days after receiving notice under Subparagraph 3(b) from an employee or otherwise receiving actual notice of such conviction.

5. Taking one of the following actions within thirty (30) days after receiving notice under Subparagraph 3(b) with respect to any employee who is convicted:
   a) Taking appropriate personnel action against such employee, up to and including termination, or
   b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or appropriate agency.

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), and (5).

Subscribed and sworn to before me this _______ day of ________________, 20__

Notary Signature

My commission expires ________________

Date ________________________________

Company Name ________________________________

Principal ________________________________

Title ________________________________

Date ________________________________
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

The Offeror/Bidder represents and certifies that it:

( ) is not a Section 3 business.

( ) is a Section 3 business as indicated below [check applicable category and subcategory]:

( ) Category 1 Business

( ) Fifty-one (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or

( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) Category 2 Business

( ) Fifty-one (51%) or more owned by residents of other communities managed by the Memphis Housing Authority that is expending the Section 3 covered assistance; or

( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) Category 3 Business

( ) An entity selected to carry out a HUD Youthbuild Program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.

( ) Category 4 Business

( ) Fifty-one (51%) or more owned by Section 3 residents; or

( ) Full-time, permanent workforce includes no less thirty percent (30%) Section 3 residents; or

( ) Will subcontract in excess of the twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

Subscribed and sworn to before me this ______ day of ________, 20_____.

______________________________
Notary

My commission expires

______________________________
Date

Company Name

______________________________
Principal

Title

______________________________
Date
SECTION 3 ACTION PLAN OUTLINE

Provide a Section 3 Action Plan using the below outline:

I. Overview
   A. Description of the project’s work detail
   B. Proposed positions for new hires (including job description, if available)

II. Description of how your company will advertise available positions.

III. Implementation Schedule
   A. Provide an overview of the activities involved in executing this plan

IV. Description of the type of technical assistance your company will require from the Memphis Housing Authority in order to effectively implement your Section 3 Plan.

V. Description of any creative or innovative ideas your company would like to implement in order to fulfill your Section 3 compliance obligations.

VI. Overview of training opportunities to be provided by your company for public housing residents as an option for meeting your Section 3 requirements, if applicable.
LIST OF PROPOSED MBE/WBE
SUBCONTRACTORS AND SUBCONSULTANTS

The undersigned Offeror/Bidder proposes to subcontract with the following Minority-Owned Business Enterprises (MBE) or Women-Owned Business Enterprises (WBE) for this project. The Offeror/Bidder acknowledges that all MBE(es) and WBE(es) are to be listed on this form regardless of their subcontracting tier.

Business Name: ________________________________
Address: ______________________________________
Type of Service(s): ______________________________
Contact Name: _________________________________
Contract Amount: __________________ Percent of Project:
_________________ MBE __________ WBE _________
Subcontractor __________ Supplier ____________

Business Name: ________________________________
Address: ______________________________________
Type of Service(s): ______________________________
Contact Name: _________________________________
Contract Amount: __________________ Percent of Project:
_________________ MBE __________ WBE _________
Subcontractor __________ Supplier ____________

Business Name: ________________________________
Address: ______________________________________
Type of Service(s): ______________________________
Contact Name: _________________________________
Contract Amount: __________________ Percent of Project:
_________________ MBE __________ WBE _________
Subcontractor __________ Supplier ____________

Business Name: ________________________________
Address: ______________________________________
Type of Service(s): ______________________________
Contact Name: _________________________________
Contract Amount: __________________ Percent of Project:
_________________ MBE __________ WBE _________
Subcontractor __________ Supplier ____________
SECTION G

SAMPLE FORM OF CONTRACT
AGREEMENT BETWEEN THE MEMPHIS HOUSING AUTHORITY

AND

(CONTRACTOR)

This Contractual Agreement ("Agreement") is entered into this ___ day of ____, 20__ by and between the MEMPHIS HOUSING AUTHORITY, whose address is 700 Adams, Memphis, TN 38105, hereinafter called "MHA," and "" a sole proprietorship, with its principal offices located at ____________ hereinafter collectively referred to as "Vendor" or "Contractor".

ARTICLE I.
RECITALS

WHEREAS, the Memphis Housing Authority is in need of a company for painting and plastering at its various development locations;

WHEREAS, Solicitation Number HO 19-B-00?? was issued on May, ??, 2019 for bids from interested and qualified companies to perform painting and plastering services;

WHEREAS, the Memphis Housing Authority received bids for the above listed solicitation;

WHEREAS, based on the bid and information provided, ________________ is considered responsive and responsible;

NOW, THEREFORE, the parties to this Agreement for the consideration set forth below, do hereby and now agree and bind themselves to the following terms and conditions:

ARTICLE II.
SCOPE OF SERVICES

The MHA hereby engages ________________, to provide painting and plastering services for its various development locations. A detailed scope of services to be provided by vendor is included herein as Exhibit "A" attached to this Agreement.

ARTICLE III.
TERMS OF AGREEMENT
The term of this Agreement shall be for the period commencing on _______ and shall extend through ______, with four (4) one (1) year options unless otherwise extended upon mutual agreement of the parties, following execution of an extension agreement evidencing such extension. Costs incurred within the term of this Agreement, but prior to the execution thereof shall be eligible for payment, provided that said costs are for services rendered in accordance with the terms and conditions of this Agreement.

ARTICLE IV.
COMPENSATION

Fees for the above scope of services shall be charged based on the projected Project Plan herein as Exhibit “A” attached to this Agreement.

The MHA agrees to provide (dollar amount), based on the agreed upon fee structured herein as Exhibit “A” attached to this Agreement, inclusive of the compensation as well as reimbursement of expenses incurred by the Vendor in connection herewith. The MHA shall reimburse the Vendor for all documented expenses, subject to compliance with the MHA’s Billing Guidelines and Procedures. Vendor shall submit monthly statements to MHA as follows:

Memphis Housing Authority
Accounting Department
700 Adams
Memphis, TN 38105

Fees will be paid within thirty days (30) of receipt of a monthly invoice from Vendor. Each monthly invoice shall include a summary of work completed, according to the above scope of services, and breakdown of charges and a list of reimbursable expenses. The summary of work shall include a percentage of completion and workdays devoted to tasks.

ARTICLE V.
INSURANCE AND INDEMNITY

Vendor shall not commence any work under this agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required hereunder. Vendor shall require all subcontractors to carry insurance as outlined below in case the subcontractor(s) are not protected by the policies carried by them. Vendor shall furnish the MHA’s Risk Manager a Certificate of Insurance and/or policies, upon request, attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the MHA of Memphis and licensed in the state of Tennessee.

If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to Vendor may be withheld until those requirements have been met, or at the option of the MHA,
the MHA may direct that the renewal premiums be paid with funds encumbered under this Agreement (if available), and withhold such payments from any monies due Vendor.

Vendor shall indemnify, defend, save and hold harmless the MHA, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with any negligence in regard to this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the MHA, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

"Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the MHA of Memphis Risk Manager" by registered mail, return receipt requested to the following address:

MHA of Memphis  
Contracting Department  
700 Adams  
Memphis, TN 38105

"The MHA of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance.

WORKERS COMPENSATION: (if applicable, pursuant to the Workers Compensation Act, T.C.A. §50-6-101 et seq.)

Vendor shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability  
$100,000  Each Accident  
$500,000  Disease-Policy Limit  
$100,000  Disease-Each Employee

AUTOMOBILE LIABILITY: (if utilizing an automobile in connection with the services provided under this contract)
Vendor shall maintain automobile liability insurance, covering owned, non-owned, and hired vehicles with LIMITS OF:

$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY: (as applicable)

Vendor shall be required to carry Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage, with the following policy limits:

$1,000,000 General Aggregate
$1,000,000 Products-Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence (Bodily Injury & Property Damage)
$50,000 Fire Damage any One Fire

PROPERTY INSURANCE: (for any contracts involving construction services)

Contractor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise, such coverage(s) shall include, but not be limited to the following:

HAZARD / BUILDER’S RISK

Hazard insurance insuring the existing improvements against loss by fire, lighting, tornado, earthquake, and all hazards covered by extended coverage and special extended coverage endorsements, all such policies of insurance to be in an amount not less than the full replacement value of the improvements, and to contain such deductible clauses as shall be approved by MHA’s Contracting. All such policies of insurance shall contain a lender’s loss payable endorsement in favor of the MHA’s Contracting. Builder’s Risk shall be provided in the manner stated above for all new construction projects.

PROFESSIONAL LIABILITY: (for any services rendered by licensed professional vendors)

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement.
$1,000,000 Each Occurrence / Aggregate

ARTICLE VI
DEFAULT, REMEDIES, SUSPENSION, AND TERMINATION
A. Event of Default

In the event Vendor shall fail to substantially perform its obligations under this Agreement or any other agreement related hereto, and shall have failed to cure the same within thirty (30) days after written notice from MHA to Vendor, detailing the basis for the alleged default, unless a longer period of time is allowed by MHA (unless the event is caused by either an act or omission by the MHA), then an event of default ("Event of Default") shall have occurred under this Agreement. When an action allegedly constituting a default shall occur, the MHA shall notify Vendor in writing and advise Vendor of the default, as well as the time period, not less than thirty (30) days, within which Vendor shall have to cure same. An Event of Default shall not have occurred if the failure to substantially perform cannot be cured within said cure period and such party has commenced to cure within said cure period and thereafter diligently pursues such cure. Each of the following events, upon failure to cure within the aforesaid curative periods, shall constitute an Event of Default hereunder:

1. Any failure or omission on the part of Vendor to comply with the material terms and conditions of this Agreement within the thirty (30) day cure period after notice from MHA;

2. Misrepresentation or omission by Vendor of any material fact or facts related to this Agreement which materially and adversely affects the rights or obligations of the parties hereto;

3. The filing of any petition under any bankruptcy, moratorium, and reorganization or insolvency act, Federal or State, by Vendor or against Vendor which, if against same, is not dismissed within ninety (90) days of such filing:

4. The filing of an application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors of, Vendor, however expressed or indicated; and

5. The failure of Vendor to pay or discharge any judgment or judgments against it for the payment of money (not covered by insurance) which singularly or in the aggregate exceed One Million Dollars ($1,000,000) and such judgment or judgments be not satisfied, or an appeal taken therefrom or enforcement stayed, or any levy thereon not be removed within thirty (30) days from issue.

B. Remedies Cumulative

All remedies of the parties provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by either party hereunder
shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any Event of Default hereunder or prejudice a party hereto in the exercise of any of its rights hereunder, unless in the exercise of said rights the party realizes all amounts owed to it under this Agreement.

C. Right to Contest

Notwithstanding anything to the contrary herein contained, Vendor shall have the right to contest, in good faith, any claim, demand, levy or assessment, the assertion of which would constitute any Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to the MHA or the rights of the MHA. Upon demand by the MHA, Vendor shall make suitable provision by deposit of funds or by bond or other assurance satisfactory to the MHA for the possibility that any such contest will be unsuccessful. The MHA shall make such provision within five (5) days after receipt of demand therefor.

D. Suspension of Work:

MHA may suspend the work to be performed under this Agreement by providing ten (10) days’ written notice to Vendor setting forth the length of time of the suspension and the reason(s) therefore. Work may be reinstated and resumed in full force and effect upon MHA’s reasonable discretion, however, reasonable notices shall be provided to Vendor concerning same so as to allow Vendor to make appropriate adjustments concerning this Agreement in a timely manner.

E. Termination

This Agreement may be terminated by the MHA in whole, or from time-to-time, in part, whenever Vendor shall default in the performance of activities specified in this Agreement and/or its attachments and fails to cure such default within a period of thirty (30) days after written notice from MHA to Vendor, detailing the basis for the alleged default, or such longer period as the MHA shall determine, provided that the MHA shall serve notice of default, in writing, upon Vendor. In the event the MHA terminates this Agreement, Vendor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. Vendor shall also submit all copies of plans and records pertaining to the project to MHA. If Vendor should neglect to perform the services properly or fail to do anything required by this Agreement, and the MHA does not receive assurances from Vendor of due performance reasonably satisfactory to the MHA within seven (7) days after written demand is made, then the MHA may, without prejudice to any other remedy it may have under this Agreement or at law or in equity, make good any deficiencies in the services prior to the effective date of the termination and deduct all costs of doing so from the payment then due and any payment thereafter due Vendor.

F. Termination for Convenience
The MHA may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving prior written notice to the Vendor. In the event a purported termination for cause by the MHA is in error, then such termination may, at the MHA's sole discretion; be deemed to be a termination for convenience under this section. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory authorized work performed in accordance with the Agreement up to the termination effective date; but in no event shall the MHA be liable to the Vendor for expenses incurred after the effective termination date. All goods accepted by MHA or services completed by the Vendor prior to the termination date shall be documented and all tangible work documents shall be transferred to the MHA prior to payment for services rendered, and shall become the sole property of the MHA. Such termination by the MHA shall not be deemed a breach of contract by the MHA, and the Vendor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

ARTICLE VII.
RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

A. Content of Monitoring Documentation

Vendor shall maintain records that document the following information:

1. Overall progress of project.

2. A record of all sub Vendors employed on this project, including whether or not said sub Vendor is an MBE or WBE.

3. Such other matters as may be required by the MHA.

Vendor agrees to prepare and submit progress reports to MHA on a monthly basis through the term of this Agreement concluding with a "Final Report" covering the activity for the entire contract period. The reports shall describe in a narrative form Vendor's progress during the preceding month in the provision of its programs. Vendor will include the MHA Contract Number on all invoice requests, reports, and correspondence. Deadlines for monthly reports are on or before the 15th day of a month and the final report on receipt of final invoice.

B. MHA's Access to Records

A copy of all reports or data collected by Vendor and copies of all documents, notes, drawings, tracings and files collected or prepared in connection with this work shall be maintained and provided to MHA, upon request. Vendor shall permit MHA or their duly authorized agents or appointees to have access to such records, financial or otherwise, as may be reasonably necessary to inspect or verify compliance with all the terms and conditions of this Agreement.

C. MHA Audit Requirement.
The MHA reserves the right to audit the records of Vendor. Vendor shall make and keep as the same accrue, full and complete records and books of accounts of revenue and income, and costs and expenses that specifically relate to performance under this Agreement. Records and books and accounts, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by Vendor, shall be open to examination during regular business hours by the MHA or its representatives for the purposes of inspecting, auditing, verifying, or copying the same or making extracts there from. Vendor shall make and keep said records and books of accounts for a period of five (5) years after the completion of the Vendor’s obligations hereunder, or the final payment under this Agreement, whichever shall occur later.

ARTICLE VIII
OTHER REQUIREMENTS

A. Nondiscrimination, Title VI

Vendor, in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), agrees that no person shall on the grounds of race, color, age or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in this program funded with Federal financial assistance.

B. Nondiscrimination, Title VII

Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Vendor will exert every effort to ensure that applicants are employed; and that employees are treated during employment, without regard to their race, color, religion, sex or national origins. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the MHA, setting forth the provisions of this nondiscrimination clause.

C. Tax Exempt Status

The MHA acknowledges that this payment will be made from the proceeds of the MHA’s general funds and agree that vendor will not directly or indirectly take any action or omit to take any action that, if taken or omitted, would adversely affect the exemption from federal income taxes.

D. Arbitrage Restriction

(Blank)
E. Meetings and Conferences

Vendor agrees to attend all meetings or conferences to be held at the request of MHA concerning the project.

F. Non-Waiver

This Agreement and any provision hereof may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

G. Intentionally Deleted

H. MHA Recognition.

Vendor shall ensure recognition of the role of the MHA in providing the project funded through this Agreement by means that include but are not limited to the following: Vendor agrees that all printed material associated with the services provided through this agreement shall include the phrases, "Funded by The Memphis Housing Authority". Additionally, publicly announcing MHA regarding this project shall acknowledge the role of the MHA.

I. Vendor - Not an Agent

Nothing in this Agreement shall be deemed to represent that Vendor or any of Vendor’s employees or agents, are the agents, representatives or employees of the MHA. Vendor shall be an independent contractor. Anything in this Agreement which may appear to give the MHA the right to direct Vendor as to the details of the performance of its business or to exercise a measure of control over Vendor shall be provided only for purposes of compliance with the intended results of the scope of this Agreement.

J. Non-Transferability

This Agreement, except as set forth herein, shall not be transferred or assigned without prior written consent of the MHA.

K. Verbal Agreements

It is specifically stipulated that there are no verbal agreements or understandings between the parties hereto affecting this Agreement, which have not been set forth expressly herein. This Agreement constitutes a final and complete integration of those understandings.
L. Parties to be bound

The MHA and Vendor each binds itself, its partners, successors, executors, administrators and assigns to this Agreement.

M. Elected Officials / Conflict of Interest

Vendor certifies that no Vendor employee, employee of MHA, elected official, or any member of the Congress of the United States shall be admitted to any financial share or interest in any part of this Agreement. Vendor further certifies that no elected official or employee of MHA shall have a financial interest in any part of Vendor’s business.

N. Designated Administrator

The Designated Administrator of this contract shall be the Director of the Memphis Housing Authority or his/her July designated appointee.

O. Number and Gender

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender is applicable to all genders, as the context may require.

P. Notices

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to the MHA:

David Walker, Contracting Officer
Memphis Housing Authority
700 Adams
Memphis, TN 38105

With a copy to:

Barbara L. Deans,
General Counsel
700 Adams
Memphis, TN 38105
Q. Jurisdiction

The terms, conditions, and covenants of this Agreement shall be enforced and adjudicated pursuant to the laws of the State of Tennessee and no other.

R. General Compliance with Laws

Vendor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain and maintain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the MHA, upon request. Vendor is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Vendor shall promptly notify the MHA of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. In the event Vendor fails to comply with any and all local, state and federal laws, rules, or regulations, this Agreement may be canceled, terminated or suspended in whole or in part by the MHA.

S. Employment of Illegal Immigrants

Vendor hereby certifies that it will comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Vendor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Agreement. In the event Vendor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the MHA, and Vendor may be prohibited from contracting to supply goods and/or services to the MHA for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the MHA.

T. Survival
The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have executed this Professional Service Agreement between MHA and (Vendor), as of the date above written.

MEMPHIS HOUSING AUTHORITY                  CONTRACTOR

__________________________  ____________________________
David Walker, Contracting Officer
Exhibit A

FEES