Sealed Proposals will be received by the Housing Authority of the County of Lackawanna for the following materials:

Painting Materials
Electrical Materials
Plumbing Materials
Water Heaters
Stoves -Gas
Refrigerators
Janitorial Supplies

The Housing Authority of the County of Lackawanna will purchase building supplies for the repairs of the agency's' offices and public housing apartments for a 24- month period. All bids must be submitted on the proposal form attached to the specifications. Bid envelopes must be clearly marked with the name of the item or article for which bid is intended.

All bids must be addressed to the Housing Authority of the County of Lackawanna, 2019 West Pine Street, Dunmore, PA 18512 no later than 2:00 PM on July 18, 2017. Bids will be publicly opened on July 18, 2017 at 2:00 PM. Questions regarding the bids can be referred to (570) 342-7629 Ext. 307. All bids must be registered with The System of Award Management (SAM) www.sam.gov. With no cost included.

The Housing Authority of the County of Lackawanna, in accordance with Title IV of the U.S Civil Rights Act 1964, notifies all bidders that it will affirmatively assure they will be afforded full opportunity to submit bids in response to this invitation, and no person will be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Attention is called to Section 3 of HUD Act 1968; Section 3 helps create and provide employment for low-income individuals.

The Board of Commissioners of The Housing Authority of the County of Lackawanna reserves the right to reject any and/or all bids, or to waive any informality in the bidding requirements.

Telephone inquires may be made by calling (570) 342-7629 Ext. 307 Patrick McMullen.

Patrick Padula
Executive Director

THE PRE-BID MEETING FOR THE FOLLOWING WILL BE HELD AT 2019 WEST PINE STREET FOR THE FOLLOWING MATERIALS ON JULY 11, 2017

PAINTING MATERIALS	9:00 AM
ELECTRICAL MATERIALS	9:30 AM
PLUMBING MATERIAL	10:00 AM
WATER HEATER-	10:30 AM
STOVES-GAS	11:00 AM
REFRIGERATORS	1:00 PM
JANITORIAL SUPPLIES	1:30 PM

Lackawanna Housing Authority
2019 W. Pine Street
Dunmore, PA 18512

REFRIGERATORS

INVITATION TO BID

BID FORM

NON-COLLUSION AFFIDAVIT

SPECIAL INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

OWNER/CONTRACTOR AGREEMENT

CERTIFICATIONS & REPRESENTATIONS OF OFFERORS-HUD #5369C

INSTRUCTIONS TO OFFERS-NON CONSTRUCTION-HUD #5369B

Housing Authority of the County of Lackawanna
2019 W. Pine Street
Dunmore, PA 18512

BID FORM

REFRIGERATORS

QUANTITY OF 1 ON ALL

Material	Quantity	Unit Price	Total Price
REFRIGERATOR. 18 CF			
REFRIGERATOR 15 CF			
REFRIGERATOR 10 CF			
		SubTotal	

RAND

TOTAL _____

Total all Sub Totals and place result here

_____

NAME OF BIDDER

_____

ADDRESS

_____

_____

CITY, STATE, ZIP CODE

PHONE NUMBER (include area code)

_____ _____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID

_____

Date

NON-COLLUSION AFFIDAVIT

Contract / Bid No _____

State of _____

County of ————————————

I state that I am_____of _____

Title Name of Firm

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate & amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, Or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) ———————————————— its affiliates, subsidiaries, officers, directors, and
(Name of Firm)
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that._____Understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by---::-:-- :-=--:-::--::- -:-----
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any Misstatement in this affidavit is and shall be treated as fraudulent concealment from:

Housing Authority of the County of Lackawanna

of the true facts relating to submission or bids for this contract

_____

Name and Company Title

Sworn & subscribed before me this

_____ day of _____

_____ _____

Notary Public Commission Expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania AntiBid-Rigging Act, 73 P.S. & 1611 et seq.,governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by a member, officer or employee of the bidder who makes the final decision an prices and the amount quoted in the bid.

3. Bid Rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution.
   The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In cases of a bid submitted by a joint venture, each party to the venture must be, identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complimentary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or competitive bid, and any other form, of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to File an Affidavit In compliance with these instructions will result in disqualification of the bid.

SPECIAL INSTRUCTIONS, TERM CONTRACTS

Quantities shown on the bid form are estimates only of the Authority's requirements during the two-year contract term.

The Authority may purchase any, all or none of the quantity specified or may increase the quantity specified in accordance with its actual requirements.

Prices quoted shall be for a term of the two (2) year contract.

Prices bid shall be net, FOB destination and include delivery, freight allowed to the Lackawanna Housing Authority at such location within the County of Lackawanna directed when orders are placed.

If appropriate, each section of the Bid Form will be considered separately for contract award. The Authority may award a contract for any section independently pending evaluation and award of other sections. All bids for any section may be rejected in their entirety without prejudice to the Authority's right to award other sections of the Bid. Bidders must quote on every item within a section. Failure to do so may be grounds for rejection of the bid for that section. Each section will be awarded on an item or lot basis as may be considered most advantageous by the Authority.

Guarantee:

The contractor shall guarantee that the refrigerators are free from defects in design, workmanship, and materials, and agrees to repair, replace, and install, free of charge, any part becoming defective within two (2) year from the date of installation.

The name and address of the local agent who will furnish service under the guarantee shall be submitted to Lackawanna Housing.

Venders will be expected to store the appliances for HACL. HACL will notify vender when they are in need of refrigerators. The warranty will start at the time of delivery.

The 2 Year Warranty including parts and labor. HACL may need appliance vender to deliver and install appliance directly to the required apartment. Installation must include disconnecting the old appliance and install new appliance and must insure that appliance is working properly and safely.

Service Call:

HACL will notify vender of an appliance issue. Vender must respond within 24 hours.

All old appliances are the property of HACL. Vender must dispose of the old appliance at the Maintenance Garage located at 500 Keystone Court. Dunmore, PA 18512. A designated dumpster for scrap is at the mentioned location.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on the bid forms provided. Forms may be reproduced as necessary. All entries must be in ink or typewritten. No pencil figures or erasures are permitted. Erasures or other changes must be initialed by the person signing the bid form. Signatures must be original.
2. Facsimile transmitted (faxed) or telegraphed bids will not be accepted.
3. In the case of a discrepancy between the unit price and extension, unit price shall prevail. In case of a discrepancy between the total price shown on the bid form and the actual sum of the item totals, the actual sum of the item totals shall prevail.
4. If so specified in the invitation for bids, a bid deposit shall be included with the bid when submitted. Said bid deposit shall be in the amount of 5% of the highest possible prices bid, and shall consist of a certified of cashier's check, or surety bond, drawn on a bank or surety company approved for such transactions in the Commonwealth of Pennsylvania by the Division of Insurance.
5. Quantities shown on the bid form are estimates only of the Authority's requirements. The authority may purchase any, all, or none of the quantity specified or may increase the quantity specified in accordance with its actual requirements.
6. The Housing Authority of the County of Lackawanna reserves the right to change the quantity of items at any time. The unit price given will determine the final cost for a lesser or higher quantity purchased.
7. The selected contractor/vendor shall submit to the Contracting Officer for approval four (4) copies of any shop drawings or specifications for all the items on the bid form. Shop drawings submitted to the Contracting Officer will indicate the contractors/vendors approval with the contract requirements. Shop drawings submitted to the Contracting Officer without evidence of the Contractors vendors approval will be returned for resubmission. No orders will be placed until the HACL approves the shop drawings. Any orders done before such approval shall be at the contractors/vendors risk.

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT, designated ——————————————————————
made this_____day of by and between

_____ hereinafter called the "Contractor", and the Lackawanna County Housing Authority, a public body, politic and corporate, organized and existing under the Housing Authority Law of the Commonwealth of Pennsylvania, hereinafter call the "Authority".

WITNESSETH, that the Contractor and the Authority for the consideration stated herein agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all materials, equipment, services and insurance, and perform and complete all work required by and in strict accordance with the Specifications for Plumbing Materials inPennsylvania, dated, ald Specifications and Addenda are incorporated herein by reference and are made a part hereof.

Article 2. Time of Completion. The term of the Contract is two year from the date of the contract. The Contractor shall commence delivery, of the materials ordered, under this contract on the date specified in the written notice of the Authority to proceed and shall fully complete all work within from the Notice to Proceed or other agreed upon time frame.

Article 3. The Contract Price. The Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in the Specifications, the per unit price as stated in the proposal for a period of two year from the date of the contract, payable on delivery as verified by HACL personnel, as specified in the RFP.

Article 4. Contract Documents. The Contract shall consist of the following component parts:

a. HUD-5369B Instructions to Offerors, HUD-5369C Representations, Certifications and Other Statements of Offerors;
b. This Instrument
c. General Conditions HUD-5370C
d. Form of Non-Collusive Affidavit
e. Technical Specifications/Scope of Work in RFP

This Instrument, together with other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provisions of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three (3) original counterparts as of the day and year first above written.

Contractor: _____

Address: _____

_____

_____

Attest

_____

By: _____

_____

_____

Title: _____

Housing Authority of The County of Lackawanna
2019 W. Pine Street
Dunmore, PA 18512

Attest:

_____

By: _____

_____

_____

Title: Contracting Officer

(Print or type names underneath all signatures).

CORPORATE CERTIFICATE

I, _____ certify that I am the

_____ of the corporation named in the attached proposal; that

_____ who signed said proposal on behalf

of the contractor/vendor was then _____ of said corporation;

that I know his/her signature; that his/her signature thereto is genuine and that said proposal was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

Signed under the pains and penalties of perjury.

(CORPORATE SEAL)

_____ _____

Date

_____

Title

Instructions to Offerors Non-Construction

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

-03291-

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

(1) Have adequate financial resources to perform the contract, or the abiilty to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not havebeen suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HNHUD.

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor rregularities i1 offers received, and (4) award more than one contract for all or part of the requirements stated.

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

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

(e) Neither financialdata submittedwith an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest againstthe award of acontract pursuant to this solicitation shall beserved on the HA by obtainingwritten and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall besubmitted as follows andshallbe enclosedin a sealed envelope andaddressedtothe officespecified inthesolicitation. The proposal shall show the hour and date specified nthe solicitation for receipt,the solicitation number, andthe name and address of the offeror, on the face of the envelope.

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

[Describe bid or proposal preparation instructions here:}

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0160 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

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

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

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

1) **Non-construction contracts (*without* maintenance) greater than $100,000 - use Section I;**
2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than $2,000 but not more than $100,000 - use Section II; and**
3) **Maintenance contracts (including nonroutine maintenance), greater than $100,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.

(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.

(d) "Day" means calendar days, unless otherwise stated.

(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

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

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Northeastern Pennsylvania Alliance
NEPA

Northeastern Pennsylvania
PTAC
Procurement Technical Assistance Center

System for Award Management
Registration Outline

A Guide To Getting Started

Prepared by: The Northeastern Pennsylvania Alliance
Procurement Technical Assistance Center

Version 1.0

May 02, 2014

PA PREP
NORTHEAST
Partnerships for Regional Economic Performance

Resource: System for Award Management Website

System for Award Management Registration Outline

A person completing a new System for Award Management (SAM) registration will need access to an internet enabled computer. The application process to obtain a D & B DUNS number and to complete the SAM registration can only be achieved electronically.

STEPS

1. You need to have a working email address, and be able to access it during the registration process. Free emails are available through:
   - YAHOO: https://login.yahoo.com (Create New Account)
   - HotMail: https://login.live.com/ (Sign Up Now)
   - Gmail: https://www.gmail.com (Create An Account)

2. Once you have a working email account, you need to have a DUNS Number. DUNS = Data Universal Numbering System. Dun & Bradstreet provides a number once you register via their iUpdate website, which can be accessed at: http://fedgov.dnb.com/webform

   - It is very important to set your registration up in D & B the same as you have your information on file with the Internal Revenue Service.
   - There is no cost to register for a DUNS Number as long as you are doing it for "*government contracting/grants*". You need to choose this option when prompted during your online registration.
   - Once you complete your registration you will receive an email containing your DUNS Number or an email you need to follow-up because the information you entered prevented them from assigning you a DUNS Number.

3. The next piece of information you will need is a North American Industry Classification System (NAICS) Code which defines your business. You can search for an active NAICS Code here: http://www.census.gov/eos/www/naics/. You enter a keyword in the 2012 NAICS Search box on the left hand margin of the page. An appropriate NAICS Code for renting residential units is: *531110 Lessors of Residential Buildings and Dwellings*. If you enter this code (531110) in the search box noted above you will get the listing of corresponding index entries. You need at least one NAICS to complete your SAM registration. You can also enter in more than one, but you will need to designate which one best matches your primary business type.

4. In addition to items 1 to 3 above you will need to have the following information ready to complete your SAM Registration:
   - EIN Number (if Sole Proprietor, your Social Security Number)
   - Bank Account Type
   - Bank Account Number
   - Bank Routing Number

5. Once you have completed and gathered the information noted in number 4 you are ready to attack your SAM registration.

6. You start your SAM registration via this website: www.sam.gov. There are pay-for-sites which charge $500.00+ to register you in SAM. Make sure the website you are on ends in "dot gov".

7. SAM is a two part registration process. Part One takes about 8 minutes to do and Part Two about 24 minutes to complete.

8. SAM Part One: When on www.sam.gov select "Create User Account". On the next page you go want to create an Individual Account – click the "create an account" button under this heading. On the next couple pages you will set yourself as the SAM administrator, and create a USER ID and Password. Store these two items along with the email address you are using in a safe place. If you have access to a printer, before you hit the submit button, print out the review page with you information on it – which includes the 3 security questions and your specific answers to the security questions. The password field will be all dots or blank – write your password in/above/next to it. Keep this for your records. Once you hit submit, SAM will generate an email for registration Step Part Two.

9. Close out of the SAM window and go to your email in basket. You will find a SAM Registration Email with a link in the body of the email to complete your registration. It may not be a hyperlink depending on your email provider, so you should be prepared to cut and paste it into a new web browser. There is a web address at the bottom of the email – do not use it.

10. SAM Part Two: Once you open SAM back up from the link in the body of the email described in 9, you log in, and are ready to go through the pages to complete and submit your SAM registration. Here is where you need to enter your business information to match your DUNS registration and IRS materials. It will do a DUNS online validation you need to pass to complete the registration process. If you fail here, go back to your DUNS online registration to match it up word for word. For example if you entered "St" as the abbreviation for Street, and in DUNS you had "ST", "St" would fail the DUNS validation test in SAM. You will know when you are at the end of the registration process when you have to enter Points of Contact (POC). One person can be listed in all the points of contacts, and it gives you the ability to copy down the previous POC to the next. Be careful, after you enter the first POC the remainders will look for address to be completed. After the second POC you can copy the previous information in to all others. Alternative POCs are optional, and do not need to be completed unless you have an alternative person to enter. You will get to a point where you review the information you entered, and there should be a print button to make a copy – if you have access to a printer. Please Note – the MPIN you created during the registration process is an important piece of information, and you should keep it secure as you would a password.

11. Once you submit your completed registration you will get a congratulations message, and another email will be sent to you. This email generally advises what items are needed to be completed before your account becomes active. They are usually completing an IRS validation and assigning you a CAGE Code Number. The processing time could be 7 to 10 days.

12. Do not log back in to SAM until you receive an email advising you are active, or you need to go back in to update/correct something. We believe when a person goes back into SAM during the validation period – SAM thinks you added/updated a field, and restarts the validation clock. You can check if you are active by going to the SAM home page, and search using your DUNS Number to see if you are: Pending. Submitted, or Active.