

# **REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES**



## **Request For Proposals**

### **Asbestos/Lead Consulting Services**

**November 9, 2016**

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**Request for Proposals (RFP)**  
**Asbestos/Lead Consulting Services**

Regional Housing Authority of Sutter and Nevada Counties (“RHASNC”) is requesting proposals from firms to provide professional services for asbestos and/or lead testing, consulting and/or monitoring services on an “as needed basis”. The firm selected to provide these services will be awarded a two-year contract with RHASNC reserving the right to renew for three (3) additional one-year terms.

**Proposals Due Date and Time**

Proposals will be received by RHASNC at 1455 Butte House Road, Yuba City, CA 95993 until **3:00pm, November 30, 2016**. Proposals **will not** be opened publicly.

**Contact Person and Address for Submission of Proposals**

Interested, qualified firms and persons (collectively referred to as “Consultants”) are invited to submit proposals or questions to the following person and address:

Maria Conrique, Program Assistant  
Planning & Community Development Department  
Regional Housing Authority of Sutter and Nevada Counties  
1455 Butte House Road, Yuba City, CA 95993  
Tel: (530) 671-0220 ext. 128 Fax: (530) 674-8505  
[m.conrique@rhasnc.org](mailto:m.conrique@rhasnc.org)

**Sealed Envelope, Clearly Marked**

Proposals must be submitted in a sealed envelope, addressed to the contact indicated above, with the words clearly printed: PROPOSAL FOR ASBESTOS/LEAD CONSULTING SERVICES.

**Scope of Work**

The selected Consultant will be responsible to provide a full range of asbestos, lead, mold testing, consulting and monitoring service. These services include but are not limited to:

1. Sample analysis (identification and quantification of asbestos/lead contamination in bulk or air samples, onsite or in the lab).
2. Utilization and compliance with OSHA and EPA approved methods.

3. Procedural guidance for removal contractors.
4. Development of technical specifications in accordance with acceptable regulations and industry standards. Specifications will then be put out to bid by RHASNC.
5. Site monitoring Lead or Asbestos.
6. Complete written reports on all activities performed.

The selected Consultant shall act under the direction of RHASNC's representative for the project and shall be responsible to RHASNC's Executive Director. All services rendered by the selected Consultant shall be in a manner satisfactory to RHASNC.

### **Selection Criteria**

RHASNC will evaluate the proposals based upon the following criteria:

- Firm's previous experience working with Housing Authorities of similar size (35%)
- Firm's ability to schedule various tasks and their availability to RHASNC (15%)
- Proposal Cost (50%)

### **Policies Regarding Submission of Proposals**

1. RHASNC will not reimburse Consultants for costs that they incur in preparing their proposals.
2. RHASNC reserves the right to request additional information from the Consultants in order to make a fully informed decision regarding selection of the Consultant.
3. RHASNC reserves the right to reject any and all proposals.
4. Consultants hired by RHASNC as a result of this RFP will be independent contractors and not employees of RHASNC.
5. Consultant will be required to list RHASNC as additional insured on, and provide proof of, General Liability insurance with endorsement in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate limit; Auto insurance in the amount of \$1,000,000 per accident; Worker's Compensation in the amount of \$1,000,000 per accident; and Errors and Omissions Insurance in the amount of \$1,000,000 per occurrence.

## **Required Proposal Format and Content**

One (1) original proposal shall be submitted on 8 ½" by 11" paper, single-sided with consecutive page numbers. Sections of the proposal should be divided by labeled tabs. All text should be in a clear, legible font. Language should be clear, concise and economical. Judicious use of relevant, clearly identified photos is acceptable.

The proposals should contain the following sections in the order presented below:

### **Section 1 – Letter of Interest**

The proposal should be introduced with a Letter of Interest that presents information that the Consultant deems to be of key relevance.

### **Section 2 – Table of Contents**

The Table of Contents should reflect the order stated herein and include section titles and page numbers.

### **Section 3 – Consultant Firm Data**

Include all of the following:

- A. Name of the Consultant firm with address, telephone/fax numbers, email address.
- B. Contact person's name and title.
- C. Years in business or providing the services described herein (3 years minimum).
- D. Number of employees, including management dedicated solely to Asbestos/Lead Consultant Services.
- E. Type of business organization; i.e., sole proprietorship, partnership, corporation (including state in which incorporated).
- F. Organization/Department Chart.
- G. Consultant firm's statement of qualifications and experience including copies of State certifications that are required to perform the proposal work.
- H. Name of the person who will sign the agreement.

### **Section 4 – Current Workload and Availability**

Indicate the Consultant's ability to provide services in a timely manner. List Consultant's current and anticipated commitments, with the start and anticipated completion dates, for personnel that Consultant will assign to RHASNC projects.

## Section 5 – Personnel Resumes

Submit resumes for the Consultant’s principals and for each professional that the Consultant will assign to RHASNC’s projects. Include the following data and any other information for each professional person that the Consultant deems relevant:

- A. Years of experience in providing services.
- B. Education.
- C. Professional registrations, certifications and affiliations.
- D. Project-specific experience, with focus on public projects.
- E. Qualifications and experience; (dates and duration) in the services to be provided, and for each project listed, the name of the firm where employed.
- F. Identify resources for training and mentoring of contractors.

## Section 6 – Proposed Cost of Services

Provide unit pricing on the attached “Testing Services” tables.

## Section 7 – Philosophy, Approach & Technical Capabilities

Describe the Consultant’s philosophy and approach to providing the required services. Describe the Consultant’s capability to undertake appropriate methods to resolve problems associated with the services and to perform the required services.

## Section 8 – Civil Litigation History (Construction-Related) & Insurance

- A. List all business-related litigation in the last five (5) years, filed either by an owner, owner’s consultant or contractor, against the Consultant or the Consultant’s employees. State the beginning and end date, or each lawsuit, case or proceeding and the judgment or resolution or anticipated judgment or resolution.

Identify if the Consultant or any employee of Consultant is a party to an existing dispute with an owner, owner’s consultant or contractor, or firm, related to any project that the Consultant provided the Services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Consultant has filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- B. Please describe the outcome of claims, if any, filed against Consultant's general liability or professional liability or automobile liability insurance carriers during the past five (5) years.

#### Section 9 – Equal Employment Opportunity

Describe the Consultant's equal employment opportunity policy.

RHASNC is an equal opportunity employer and, as such, does not engage in unlawful, discriminatory employment or contracting practices. RHASNC undertakes actions to ensure that employees and applicants are treated without regard to their race, color, ancestry, national origin, religion, marital status, sex, sexual orientation, physical or mental handicaps, medical condition, special disabled or Vietnam era status or, within the limits of the law and Housing Authority regulations, age or citizenship. RHASNC requires Consultants to follow these same practices in both employment and contracting matters and to communicate these policies within their organizations.

#### Section 10 – HUD Forms

Consultants shall include fully executed copies of the following HUD-required forms that are included in this RFP:

- A. HUD-5369-C Certifications and Representations of Offerors
- B. Section 3 Assurance Form
- C. Section 3 Schedule A Acknowledgment
- D. Section 3 Attachments A and B
- E. Section 3 Business Certification

## Testing Services Asbestos

| TEST                       | Test Method | Turn-around Time | Unit     | Unit Price |
|----------------------------|-------------|------------------|----------|------------|
| PLM Analysis - Friable ACM | Bulk        | 1 day            | Per test | \$         |
| PLM Analysis - Friable ACM | Bulk        | 4 hour           | Per test | \$         |
| PLM Analysis - NOB ACM     | Bulk        | 2 day            | Per test | \$         |
| TEM Analysis - Friable ACM | Bulk        | 2 day            | Per test | \$         |
| TEM Analysis - NOB ACM     | Bulk        | 2 day            | Per test | \$         |
| PCM Analysis - ACM         | Air         | 1 day            | Per test | \$         |
| PCM Analysis - ACM         | Air         | 4 hour           | Per test | \$         |
| TEM Analysis - ACM         | Air         | 1 day            | Per test | \$         |

## Lead Paint and Dust

| TEST                          | Test Method | Turn-around Time | Unit     | Unit Price |
|-------------------------------|-------------|------------------|----------|------------|
| Lead Paint Analysis           | Bulk        | 2 day            | Per test | \$         |
| Lead Paint Analysis           | Wipe        | 2 day            | Per test | \$         |
| Lead in Air Sample Analysis   | Air         | 2 day            | Per test | \$         |
| Lead in Soil Sample Analysis  | Bulk        | 2 day            | Per test | \$         |
| Lead in Water Sample Analysis | Water       | 2 day            | Per test | \$         |



## Indoor Air Quality (IAQ)

| TEST   | Test Method | Turn-around Time | Unit         | Unit Price |
|--|-------------|------------------|--------------|------------|
| Microbial Analysis (Total Spores)                  | Air         | 10 day           | Per test     | \$         |
| Microbial Analysis (Culturable)                    | Air         | 10 day           | Per test     | \$         |
| Microbial Analysis                                 | Wipe        | 10 day           | Per test     | \$         |
| Real Time Analyzer (Temp, RH, CO CO2)              | Air         | N/A              | Per diem     | \$         |
| Colormetric chemical detector tubes including pump | Air         | N/A              | Per 10 tests | \$         |

## Consultation and Assessment Management

| TEST                             | Unit     | Unit Price |
|----------------------------------|----------|------------|
| Site Monitoring - Asbestos       | Per diem | \$         |
| Site Monitoring - Lead           | Per diem | \$         |
| Project Protocols for Asbestos   | Per hour | \$         |
| Project Protocols for Lead       | Per hour | \$         |
| Project Protocols for Mold       | Per hour | \$         |
| Minimim Fee (if any)             | Per hour | \$         |
| Travel Charge (portal to portal) | Per hour | \$         |
| Overtime Rate                    | Per hour | \$         |
| Attend Pre-Bid Conferences       | Per hour | \$         |
| Additional Charges/Services      | Per hour | \$         |

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

---

Title:

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## TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

### MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United State, or any of their duly authorized representatives shall, until 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

**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

**TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2**

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN  
CONSTRUCTION**

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.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA 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 obligation under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

**SECTION 3 ASSURANCE**

**This form must be completed and submitted with bid package.**

I. The undersigned \_\_\_\_\_, as an official representative  
(Representative)  
of \_\_\_\_\_ agree to comply with Section 3 requirements for  
(Contractor)  
\_\_\_\_\_. It is understood that failure to comply  
(Project)  
may result in the following sanctions: cancellation, termination, or suspension in  
whole or in part of this contract.

- II. 1. How many positions will be needed on this project? \_\_\_\_\_  
Occupational Categories: Provide Detail in Attachment A)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. How many of these positions will be filled by your regular, permanent employees? \_\_\_\_\_
3. How many positions are projected to be filled by low income area residents? \_\_\_\_\_  
Occupational Categories: (Provide Detail in Attachment A)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Will you be hiring any new employees for this project? \_\_\_\_\_ If yes, how many positions are projected to be filled by low income area residents? \_\_\_\_\_
5. How many subcontractors will be utilized for this project? \_\_\_\_\_
6. Of these subcontractors, how many are Section 3 subcontractors? \_\_\_\_\_  
(Provide Detail in Attachment B)
7. How many businesses/suppliers will be utilized? \_\_\_\_\_
8. Of these, how many are Section 3 businesses/suppliers? \_\_\_\_\_  
(Provide Detail in Attachment B)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## SECTION 3 SCHEDULE A ACKNOWLEDGEMENT

NAME OF CONTRACTOR:

RESIDENT EMPLOYMENT AND TRAINING CONTRACT COMPLIANCE

- I. EMPLOYMENT AND TRAINING FOR RHASNC RESIDENTS AND LOW AND VERY LOW-INCOME AREA RESIDENTS
  - A. The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 and Owner's Section 3 requirements. The contractor hereby submits this Schedule A as its Section 3 Opportunities Plan. The contractor agrees to employ a full time Section 3 Coordinator for the duration of the project.
  - B. The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same level of detail as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to RHASNC residents.
  - C. Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule A and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy the Owner's resident hiring requirements. Please complete the Employment Needs on the attached page with the following:
    1. Job categories of construction trade, administrative, or other jobs that will be necessary on this project.
    2. Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time.
    3. Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
    4. Total number of expected Section 3 new hires in each category. This number should reflect all the low and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires.

II. SECTION 3 BUSINESSES – SUBCONTRACTING OPPORTUNITIES

In a one-page letter on your firm’s letterhead, please provide the following:

- A. Your company’s goals, expressed in terms of percentage of planned subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- B. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- C. A description of the method used to develop the goals above and the efforts to be undertaken by the contractor to meet those goals.

III. COMPLIANCE

- A. Positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 CFR Part 1235 et seq., as amended.
- B. Each bidder/proposer must include a Section 3 Opportunities Plan and a Schedule A, which indicates it’s commitment to meet the Owner’s resident hiring requirement.
- C. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and a Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.
- D. Failure of the contractor to comply with the approved plan shall be a material breach of the contract.

Acknowledged by:

\_\_\_\_\_  
Name of President of Authorized Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

| <b>JOB CATEGORY</b> | <b>TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT</b> | <b>NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES</b> | <b>NUMBER OF POSITIONS NOT OCCUPIED</b> | <b>NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS</b> |
|---------------------|---|--|---|--|
| Supervisor          |   |  |   |  |
| Professional        |   |  |   |  |
| Technical           |   |  |   |  |
| Off/Clerical        |   |  |   |  |
| Others              |   |  |   |  |
| TRADE:              |   |  |   |  |
| Journeyman          |   |  |   |  |
| Apprentices         |   |  |   |  |
| Trainees            |   |  |   |  |
| Others              |   |  |   |  |
| TRADE:              |   |  |   |  |
| Journeyman          |   |  |   |  |
| Apprentices         |   |  |   |  |
| Trainees            |   |  |   |  |
| Others              |   |  |   |  |

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

**NOTE: This document must be submitted with bid documents.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Project Name**

\_\_\_\_\_  
**Project Number**

\_\_\_\_\_  
**Person Completing Form**

**SECTION 3**

**ATTACHMENT B**

Section 3 of the Housing and Urban Development Act of 1968

**PROPOSED CONTRACTS/SUBCONTRACT BREAKDOWN**

| <b>TYPE OF CONTRACT<br/>(BUSINESS OR<br/>PROFESSION)</b> | <b>TOTAL<br/>NUMBER</b> | <b>TOTAL APPROX.<br/>DOLLAR AMOUNT</b> | <b>ESTIMATED NO.<br/>OF CONTRACT -<br/>SECTION 3<br/>BUSINESSES</b> | <b>ESTIMATED<br/>DOLLAR AMOUNT<br/>- SECTION 3<br/>BUSINESSES</b> |
|--|-------------------------|--|---|---|
|  |                         |  |   |   |
|  |                         |  |   |   |
|  |                         |  |   |   |
|  |                         |  |   |   |
|  |                         |  |   |   |
|  |                         |  |   |   |
|  |                         |  |   |   |

Company: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* NOTE:** This document is to be submitted by the contractor with bid documents.



**Regional Housing Authority of Sutter and Nevada Counties**

1455 Butte House Road, Yuba City, CA 95993  
 Phone: (530) 671-0220, Toll Free: (888) 671-0220  
 TTY: (866) 735-2929, Fax: (530) 673-0775  
 Website: www.rhasnc.org

**SECTION 3 BUSINESS CERTIFICATION**

The undersigned bidder/contractor certifies as part of its bid or contract that it is a Section 3 business as indicated below (check appropriate box):

- Category 1 Business: A business that is owned by 51% or more Section 3 Residents.
- Category 2 Business: A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years.

A Section 3 Resident is defined as any low or very low income person. Low income is defined as 80% of the area median income based on family size.

| Family Size | Sutter/Yuba/Colusa<br>Maximum Income Limits | Nevada County<br>Maximum Income Limits |
|-------------|---|--|
| 1           | \$33,000                                    | \$40,850                               |
| 2           | \$37,700                                    | \$46,650                               |
| 3           | \$42,400                                    | \$52,500                               |
| 4           | \$47,100                                    | \$58,300                               |
| 5           | \$50,900                                    | \$63,000                               |
| 6           | \$54,650                                    | \$67,650                               |
| 7           | \$58,450                                    | \$72,300                               |
| 8           | \$62,200                                    | \$77,000                               |

- Category 3 Business: A business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontractors to Section 3 Businesses.
- Is not a Section 3 Business.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Project

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Certifying Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**The Housing Authority is an equal opportunity employer and housing provider.**



# **Insurance Requirements for Lead Paint Abatement Contractors and/or Consultants**

Contractor shall procure and maintain for the duration of the contract all necessary Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Such insurance includes General Liability, Errors & Omissions, Pollution, Environmental Impairment, and/or Lead Based Paint Abatement Liability coverages.

## **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*). The Commercial Liability Policy shall include: Lead Paint Abatement coverage, Independent Contractors coverage and shall name the Authority and its officers, officials, employees, and volunteers as Additional Insured. **A Claims-Made form of insurance coverage will not be accepted.**
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) Code 8, 9 (*if no owned autos*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance as appropriate.

## **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury and Property Damage. **If this insurance does not include Lead Paint Abatement coverages, a separate insurance policy for Lead Paint Abatement may be used if it contains all insurance requirements in these specifications.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence.

**NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.**

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## **OTHER INSURANCE PROVISIONS**

The General Liability, Lead Paint Abatement Liability, Pollution, Environmental Impairment, and/or Asbestos Pollution, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor, including work and materials covered by: Pollution, Environmental Impairment, Lead and/or Asbestos Pollution policies; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance. A claim shall include any allegation that lead was ingested or property was impaired

or damaged, arising from the abatement work performed by the Contractor or its sub-contractor(s).

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

**NOTE:** The Automobile liability policy shall be endorsed to delete the Pollution and/or the Lead or Asbestos exclusion and to add the Motor Carrier Act endorsement (MCS-90), TL 1004, TL 1007 and/or other endorsements required by federal or state authorities.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. If Pollution, Environmental Impairment Liability, Lead and/or Asbestos Pollution Liability, and/or Professional Errors and Omissions Liability coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an **A. M. Best's rating of B+:VI or higher**. Bidders must provide written verification of their insurer's rating.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### **SUB-CONTRACTORS**

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for contractors or sub-contractors shall be subject to all of the requirements stated above. It is foreseeable that some specialty trades may perform work where different coverages than the above are needed. These decisions should be made by an insurance broker or the Authority.

**NOTE:** If a sub-contractor will be hired to perform lead paint testing, disposal, or abatement, or other hazardous operations, that sub-contractor will name the Authority, its officers, officials, employees, and volunteers as Additional Insureds on its General Liability and all special liability insurance policies by a proper endorsement. Such endorsements will specifically name the Authority as Additional Insured for the hazardous material testing, abatement, disposal or remediation and other hazardous operations performed by that sub-contractor.

**NOTE:** The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.