

RICHMOND HOUSING AUTHORITY (RHA)
Housing Advisory Commission Meeting

DATE: Monday, June 12, 2023, TIME: 3:30 p.m.
LOCATION: Richmond Room (1st floor) 450 Civic Center Plaza, Richmond CA 94804

The meeting will be in person. If you need to access the meeting online the information to access ZOOM is below. Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://ci-richmond-ca-us.zoom.us/j/99172378799>

Webinar ID: 991 7237 8799

Or join by phone: Dial (for higher quality, dial a number based on your current location) US: +1 669 444 9171 or +1 669 900 6833 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799

Public comments may be submitted in multiple ways:

1. Via email to aarredondo@rhaca.org **by 1:30 p.m. on June 12, 2023** or during the meeting as set forth below. Email must contain in the subject line public comments – not on the agenda or public comments – agenda item #. Email must contain in the subject line **public comments – not on the agenda or public comments – agenda item #.**
2. Via mail received by 1:30 p.m. Monday, June 12, 2023, sent to Richmond Housing Authority 450 Civic Center Plaza, Second Floor, Richmond, CA 94804.
3. Via phone voice message received by 1:30 p.m. Monday, June 12, 2023, phone: 510-621-1300. Please leave your comment on the voicemail or with staff member that answers the phone.
4. In person, please fill out a comment card to be called upon when the item is heard.
5. Via zoom during the meeting please press the raise hand function or *9 if accessing by phone when the item gets called.

Comments received by 1:30 p.m. June 12, 2023, during the day of the meeting will be handled as follows:

All email, phone, and mail comments received **by 1:30 p.m. on June 12, 2023**, will be provided to the Commissioners.

Record of all public comments:

All public comments will be considered a public record, put into the official meeting record, and considered before Commission action. All public comments will be available after the meeting as supplemental materials and will be posted as an attachment to the meeting minutes when the minutes are posted.

Accessibility for Individuals with Disabilities

Upon request, the RHA will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language

interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested. Requests should be emailed to aarredondo@rhaca.org or submitted by phone at 510-620-1300. Requests can be made by mail to Gabino Arredondo 450 Civic Center Plaza, 2nd Floor, Richmond, CA 94804. Requests will be granted whenever possible and resolved in favor of accessibility.

Commissioners

**Carol Hegstrom
Chair**

**Jaycine Scott
Vice-Chair**

**Dena Nelson
Secretary**

Philena Cosby

Toni Autry

Y'Anad Burrell

**Cesar Zepeda
Council Liaison**

AGENDA

1. Call to Order and Pledge of Allegiance (1 min.)
2. Roll Call (1 min.)
3. Welcome and Meeting Procedures (1 min.) – Individuals who would like to address the commission on matters not listed on the Agenda may do so under Open Forum. Please file a speaker's card with the note taker prior to the commencement of Open Forum. Individuals, who want to comment on an individual item, please file a speaker's card before the item is called. The standard amount of time for each speaker will be three minutes.
4. Agenda Review and Adoption (4 min.)
The order in which items will be heard may be adjusted at this time. Items may be removed from the Agenda at this time.
5. Approval of Minutes (1 min.)
6. Introduction of Invited Guests
7. Executive Director's Update
8. Housing Advisory Commissioners' Reports (3 min.)
9. Recommendations to the Housing Authority Board of Commissioners (3 min.).
 - ADOPT a resolution assigning the Vacant Property Security, LLS (VPS) contract to Door and Window Guard Systems, Inc. (DAWGS), for a total contract amount of \$69,525.48, with a term ending on July 1, 2024
 - ADOPT a resolution authorizing a standing purchase order with HD Supply for an amount not to exceed \$180,000, for maintenance, repairs, and unit turnover activities ending June 30, 2025
 - ADOPT a resolution removing the former City of Richmond Accounting Manager Delmy Cuellar, updating Nannette Beacham's title to Director of Economic Development, and adding Interim Richmond Housing Authority Executive Director Gabino Arredondo, City of Richmond Deputy Director of Finance Mubeen Qader, Accounting Manager Jerry Chak, and Deputy City Manager Nickie Mastay as authorizing signatory on the Mechanics Bank depository and checking accounts
10. Open Forum (Limit to 3 minutes per person)

Commissioners

**Carol Hegstrom
Chair**

**Jaycine Scott
Vice-Chair**

**Dena Nelson
Secretary**

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Toni Autry

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**Cesar Zepeda
Council Liaison**

11. Old Business

Asset Repositioning Update

- Hacienda
- Nevin Plaza
- Nystrom
- Richmond Village

12. Next Scheduled Meeting – July 10, 2023

This Commission meets every 2nd Monday at 3:30 p.m. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact ADA Coordinator, at (510) 620-6509 before the meeting date. At 4:30 p.m., any items remaining on the Agenda that require immediate attention may be moved to this time.



Richmond Housing Authority
Economic Development

AGENDA REPORT

| | |
|---------------------------------|--|
| DATE: | June 6, 2023 |
| TO: | Chair Martinez and Members of the Richmond Housing Authority Board of Commissioners |
| FROM: | Nannette Beacham, Director of Economic Development Gabino Arredondo, Interim Richmond Housing Authority Executive Director |
| Subject: | Contract Reassignment from Vacant Property Security, LLS (VPS) to New Owner Door and Window Guard Systems, Inc. (DAWGS) |
| FINANCIAL IMPACT: | None. Existing VPS Purchase Order (PO) will be transferred to new DAWGS PO (PO# 23200379). |
| PREVIOUS COUNCIL ACTION: | June 29, 2021 |
| STATEMENT OF THE ISSUE: | Vacant Property Security, LLS (VPS) security systems are used to secure vacant units at Nystrom Village. VPS was recently purchased by Door and Window Guard Systems, Inc. (DAWGS), and to continue service and invoice payments, the contract needs to be reassigned from VPS to DAWGS. |
| RECOMMENDED ACTION: | ADOPT a resolution assigning the Vacant Property Security, LLS (VPS) contract to Door and Window Guard Systems, Inc. (DAWGS), for a total contract amount of \$69,525.48, with a term ending on July 1, 2024 – Richmond Housing Authority (Gabino Arredondo 620-6606). |

DISCUSSION:

As Nystrom Village units become vacant, they are oftentimes vandalized, which is a source of concern from the surrounding neighborhood. These issues have been significantly mitigated by boarding windows and doors. To improve public safety conditions at Nystrom Village, a contract with Vacant Property Security, LLC (VPS) was executed to secure the properties. VPS specializes in securing vacant properties, including public housing sites. The VPS security systems have provided the needed security to the vacant units at Nystrom Village as the unit turnover process continues.

The VPS company has recently been purchased by Door and Window Guard Systems, Inc. (DAWGS). To continue using the services, and in order to pay invoices, the contract needs to be assigned to from VPS to DAWGS, the new owner of the business. The proposed resolution assigns the current VPS contract to DAWGS.

DOCUMENTS ATTACHED:

- Attachment 1 – Resolution
- Attachment 2 – New Assigned Contract to DAWGS
- Attachment 3 – Past VPS Contracts

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, APPROVING THE ASSIGNMENT OF THE VACANT PROPERTY SECURITY, LLS (VPS) CONTRACT TO NEW OWNER DOOR AND WINDOW GUARD SYSTEMS, INC. (DAWGS). THE CONTRACT AMOUNT TO BE ASSIGNED IS \$69,525.48 WITH A TERM ENDING ON JULY 1, 2024.

WHEREAS, the Richmond Housing Authority is the owner of the Nystrom Village Public Housing Development; and

WHEREAS, Nystrom Village has a growing number of vacancies and is subject to vandalism; and

WHEREAS, the vacant units present a blight concern, and pose a risk to life and safety; and

WHEREAS, vacant units at Nystrom Village have been secured by Vacant Property Security, LLC to board and protect the buildings; and

WHEREAS, the cost of removing the current coverings and resecuring the building would result in an unwarranted expense to the Richmond Housing Authority; and

WHEREAS, all the assets of Vacant Property Security, LLC have been sold to Door and Window Guard Systems, Inc. (the "Transaction"), on October 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT the Executive Director is hereby authorized to assign the Vacant Property Security, LLS (VPS) contract to new owner Door and Window Guard Systems, Inc. The contract amount to be assigned is \$69,525.48 with a term ending on July 1, 2024.

BE IT FURTHER RESOLVED THAT the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

(The Clerk's Office will complete the information below)

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June 6, 2023, by the following vote:

| | |
|--------------|-------|
| AYES: | None. |
| NOES: | None. |
| ABSTENTIONS: | None. |
| ABSENT: | None. |

Chairperson

[SEAL]

Attest:

PAMELA CHRISTIAN
Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. XXXX** finally passed and adopted at a Special Housing Authority Meeting held on June 6, 2023.

CLERK OF THE HOUSING AUTHORITY

RICHMOND HOUSING AUTHORITY
PURCHASE OF SERVICES CONTRACT

Project Mgr: Gabino Arredondo Project Mgr Phone No: 620-6606

Project Description: Security Barriers for Vacant Units

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) **Door and Window Guard Systems, Inc**

(Street Address) 8770 W Bryn Mawr Ave, 1300

(City, State, Zip Code) Chicago, IL, 6031

(Taxpayer ID No.) _____

(Vendor No.) 15895

(Richmond Business License No.) 40063747 (Expiration Date) 12/31/2023

An California corporation, partnership, private individual, nonprofit corporation, religious institution, sole proprietor, other

(Please check appropriate box)

2. Term. The effective date of this Contract is 04/01/2023 and it terminates 07/01/2024 unless terminated as provided herein.

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 69,525.48 . The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and, is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

Authority's Obligations. Authority shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any), which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF
THE CITY OF RICHMOND

CONTRACTOR:

By _____

By _____

Title _____

Title _____

Date Signed _____

Date Signed _____

LIST OF ATTACHMENTS:

- Service Plan
- Payment Provisions
- Insurance Provisions
- General Conditions
- Special Conditions

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By _____

Title _____

Date Signed _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

SERVICE PLAN

See the Special Conditions page.

PAYMENT PROVISIONS

(PLEASE NOTE THAT THE HOUSING AUTHORITY OF THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ADMINISTRATOR IF THE TOTAL EXCESS CONTRACT AMOUNT DOES NOT EXCEED \$10,000.00 OR WITHOUT THE PRIOR APPROVAL OF THE AGENCY BOARD IF THE TOTAL EXCESS CONTRACT AMOUNT IS OVER \$10,000.00.)

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: Accounts Payable, Finance
Department Project Manager: Gabino Arredondo
P. O. Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Gabino Arredondo before payments shall be authorized.
5. The Authority shall pay invoice(s) within 45 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
6. A business license from the City of Richmond shall be obtained before any" payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.

Records.

- 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
 - 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.
4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.

5. Termination.

- 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
- 5.2 Failure to Perform.
 - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

- 8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY's Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.
10. Choice of Law and Jurisdiction.
- 10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.
- 10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.
12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR'S obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.

16. Confidentiality.

16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.

18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.

19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.
22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

25. Changes and Extra Work.

25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.

25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.

25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.

25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

Performance and Final Acceptance.

27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications

thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Gabino Arredondo, RHA Interim Executive Director

510-620-6606, aarredondo@rhaca.org

30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

William Moredich

Door and Window Guard Systems, Inc.

312-907-9190 | wmoredich@dawgsinc.com

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

SPECIAL CONDITIONS

1. Contractor shall provide the services set forth in the document entitled "Scope of Work", which are attached hereto and incorporated herein by this reference.
2. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non-Construction Contracts Section II" (HUD-5370-C), "Certifications and Representations of Offerors" (HUD-5369-C), "Certification Regarding Debarment and Suspension" (HUD-2992), and "Equal Employment Opportunity Certification" (HUD-9201 0) which is attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached document, the terms and conditions set forth in the attached document shall take precedence and shall prevail.
3. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond- Insurance Requirements- Type 1: "Consultant and Contractors" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".

SCOPE OF WORK

Contractor shall, to the satisfaction of the Authority's Executive Director, perform the following services:

Secure the Nystrom Village housing development against unauthorized entry.

1. VPS will secure all accessible openings.
2. Replace any "covers" that are removed by vandals.

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)

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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 be entitled 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.

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- (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.

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| | | |
|---|--|-------|
| Applicant | | Date |
| Signature of Authorized Certifying Official | | Title |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

- Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
 3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
 4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
 5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
 6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
 7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

| Required Coverage | Minimum Limits |
|--|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

| General Liability <i>(primary and excess limits combined)</i> | PROJECT COST | REQUIRED LIMIT |
|--|---|------------------|
| | \$0 - \$5 million | \$2 million p/o |
| | \$5 million - \$10 million | \$5 million p/o |
| | Over \$10 million | \$10 million p/o |
| | Fireworks | |
| | <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p> | |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| <p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><i>(Only required for Construction Projects involving property and equipment installation.)</i></p> | <p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p> | |
| <p>Contractor's Pollution Liability (<i>if applicable</i>)</p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p> | Same limits as General Liability. | |
| Required Policy Conditions | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |
| Additional Insured Endorsement | <p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> <p>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</p> | |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

| | |
|--|--|
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.) | Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee. |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

**RICHMOND HOUSING AUTHORITY
CONTRACT AMENDMENT**

| | |
|---|------------------------------------|
| Department: Richmond Housing Authority | Project Manager: Nannette, Beacham |
| Project Manager E-mail: | Project Manager Phone No. 621-1300 |
| P.R. | Contract/P.O. No. 4415/22100243 |
| Description of Services: VPS proprietary steel cages to secure properties | |
| Amendment No. modifies the: | |
| <input checked="" type="checkbox"/> Term and Payment Limit <input type="checkbox"/> Payment Limit <input type="checkbox"/> Term <input type="checkbox"/> Service Plan | |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Vacant Property Security, LLC

Street Address: 1230 Veteran's Highway, STE F3

City, State, Zip Code: Bristol, PA 19007

Contact Person: Anthony Pocorobba

Telephone: 215-486-3330

Email: apocorobba@vps360.com

Business License No: 40054995

Expiration Date: 7/4/2021

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on 9/25/2018. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and Vacant Property Security, LLC

Amendment No. 1 Contract No. 4415

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By [Signature] Title: [Signature] Executive Director

- List of Attachments: 1. Amendment Provisions

CONTRACTOR:

[Signature Line] (*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature] Title: First Vice President

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: [Signature Line] Title: [Signature Line]

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

Contract Amendment between the Housing
Authority of the City of Richmond and
Vacant Property Security, LLC

Amendment No. 1

Contract No. 4415

AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 9/25/2018 and it terminates - 7/1/2024 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 117,216. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 432,216."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

**RICHMOND HOUSING AUTHORITY
PURCHASE OF SERVICES CONTRACT**

Project Mgr: Giulia Colbacchini Project Mgr Phone No: 510 621 1373

Project Description: Securing Hacienda : a vacant, 6-story high-rise apartment, and Nystrom vacant units against unauthorized entry; providing wireless monitoring system to alert trespassers (Hacienda only)

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

- 1. **Parties.** The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) Vacant Property Security, LLC
(Street Address) 1230 Veteran's Highway, STE F3
(City, State, Zip Code) Bristol, PA 19007
(Taxpayer ID No.) 45-3237054
(Vendor No.) 12727
(Richmond Business License No.) 4005-4995 (Expiration Date) 7/4/19

A Delaware corporation, partnership, private individual, non-profit corporation, religious institution, sole proprietor, other

(Please check appropriate box)

- 2. **Term.** The effective date of this Contract is July 1, 2018 and it terminates July 1, 2021 unless terminated as provided herein.
- 3. **Payment Limit.** Authority's total payments to Contractor under this Contract shall not exceed \$315,000. The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.
- 4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 5. **Authority's Obligations.** Authority shall make to the Contractor those payments

described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF
THE CITY OF RICHMOND

CONTRACTOR:

VACANT PROPERTY SECURITY, LLC

By Mahn Andrade

(*The Corporation Chairperson of the Board, President or Vice-President should sign below)

By A Pocumbe

Title Vice President

Date Signed 10/1/18

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By _____

Title _____

Date Signed _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer and (2) should be accompanied by completed notary acknowledgment forms.)

[Complete the notary acknowledgments which are attached hereto.]

Title: ~~City Manager~~ Acting
for Richmond Housing Authority Director

10/3
ma

Attest:

By _____
Secretary

Approved as to form:

Board Attorney

LIST OF ATTACHMENTS:

- Notary Acknowledgment
- Service Plan
- Payment Provisions
- Insurance Provisions
- General Conditions
- Special Conditions

SERVICE PLAN

See the Special Conditions page.

For the Contract between the Housing
Authority of the City of Richmond and
Vacant Property Security, LLC

PAYMENT PROVISIONS

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR IF THE TOTAL CONTRACT AMOUNT DOES NOT EXCEED \$100,000 OR WITHOUT THE PRIOR APPROVAL OF THE BOARD OF COMMISSIONERS IF THE TOTAL CONTRACT AMOUNT IS OVER \$100,000.}

- 1 Provided Contractor is not in default under this Contract, Contractor shall be Compensated as provided below.
- 2 Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The payments made pursuant to this Contract shall not exceed the Contract Payment Limit of \$315,000.
- 3 Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
- 4 Contractor shall submit timely invoices to the following address:

Attention: Accounts Payable, Finance
Department Project Manager: Giulia Colbacchini
P. O. Box 4046
Richmond, CA 94804-0046
- 5 All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Giulia Colbacchini, and Executive Director before payments shall be authorized.
- 6 The Authority shall pay invoice(s) within 30 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
- 7 A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

- 8 All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.
- 9 Each invoice from VPS shall be paid by the Authority on or before its due date. Charges for the rental period will not be prorated. Where VPS has the right to terminate a Contract for cause, then all sums invoiced or payable to VPS under that and/or any other Contract (including any charges for the remainder of the minimum period) shall become immediately due and payable.

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INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.
3. Records.
 - 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
 - 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.
4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.
5. Termination.
 - 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
 - 5.2 Failure to Perform.
 - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.2.3 If the AUTHORITY fails to observe or perform any of the terms in this Contract, CONTRACTOR may exercise any one or more of the following remedies: (a) terminate the Contract and take possession of and remove the wireless alarm system and any other equipment from wherever located; (b) to declare all payments hereunder immediately due and payable and pursue all legal remedies in connection with the payment thereof; and/or (c) pursue any other remedies legally available to CONTRACTOR. CONTRACTOR and its agents will not be liable for any claims for damage or trespass arising out of the removal of the wireless alarm system and/or any other equipment.

5.2.3.1 Notwithstanding anything to the contrary under this Contract, should CONTRACTOR terminate or cancel this Contract, such termination or cancellation will discharge all existing obligations of CONTRACTOR under such Contract but shall in no way discharge any of CONTRACTOR'S rights and remedies under any Contract or otherwise available to it at law or in equity.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to,

monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY'S Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.

10. Choice of Law and Jurisdiction.

10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.

10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.

12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the

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AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR's obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.
16. Confidentiality.
 - 16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
 - 16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.
 - 16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

- 16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.
18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.
19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.

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22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.
24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
25. Changes and Extra Work.
- 25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.
- 25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.
- 25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.
- 25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by

the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

- 25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

27. Performance and Final Acceptance.

- 27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

- 27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

- 27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

- 27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

**Giulia Colbacchini
330-24th Street
Richmond, CA 94804**

30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

**Tony Pocerobba
Vacant Property Security LLC
1230 Veteran's Highway, Ste F3
Bristol, PA 19007**

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

SPECIAL CONDITIONS

1. Contractor shall provide the services set forth in the documents entitled "City of Richmond Housing Authority (RHA) Service Plan" and "Payment Provisions" which are attached hereto and incorporated herein by this reference.
2. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non-Construction Contracts Section I" (HUD-5370-C), "Certification Regarding Debarment and Suspension" (HUD-2992), "Certifications and Representations of Offerors" (HUD-5369-C), and "Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction" which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached documents, the terms and conditions set forth in the attached documents shall take precedence and shall prevail.
3. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond — Insurance Requirements — Type 1: "Consultants and Contractors" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".
4. Richmond Housing Authority has the option to execute two one year contract extensions not to exceed \$105,000 per year. The Richmond Housing Authority will notify the Contractor at least thirty (30) days prior to the expiration of the current term of its intent to formally exercise the option to extend the Contract. As detailed within Section 10.8.B of the HUD Procurement Handbook 7460.8 REV 2, any option to extend the Contract is the "unilateral right of the PHA;" meaning, the Contractor DOES NOT have the right to unilaterally.

For the Contract between the Housing
Authority of the City of Richmond and
Vacant Property Security, LLC

SERVICE PLAN

Contractor shall, to the satisfaction of the Authority's Executive Director, perform the following services:

Secure the Hacienda housing development against unauthorized entry.

1. VPS will secure all accessible openings including; but not limited to:
 - a. All first and second floor windows (and other floors as necessary);
 - b. All first and second floor interior stairwell doors and windows (and other floors as necessary); and
 - c. All windows and doors on balconies that appear to be climbable with minimal effort.

VPS will also:

 - d. Install a wireless monitoring system that will be monitored 24/7;
 - e. Relay alarm calls for service to Richmond Police Department; and
 - f. Replace any "covers" that are removed by vandals

2. VPS will also secure Nystrom Village vacant units as they become vacant against unauthorized entry and replace any "covers" that are removed by vandals.

The Authority hereby grants VPS a license to enter the sites without notice at any time from and including the initial date of service for all reasonable and proper purposes in connection with the (but not limited to) installation, inspection, maintenance, repair, replacement and/or removal of wireless monitoring system, the provision of services and the exercise of rights under this Contract.

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The proper working of each wireless alarm system is subject to availability of an adequate cellular network at the site. Wireless alarm systems may generate sound in excess of 120 decibels and the Authority is responsible for all noise generated at the site. VPS shall not be liable for any claims to the extent that they arise from or in connection with the adequacy, absence or continuity of a cellular network signal or noise generated at the site.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

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Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

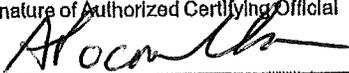
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| | | | |
|---|---|-------|----------------|
| Applicant | Varant Property Security, LLC | Date | 10/1/18 |
| Signature of Authorized Certifying Official |  | Title | Vice President |

Certifications and Representations of Offerors

Non-Construction Contract

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

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)

- 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

(ii) 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.

APocorcia 10/1/18
Signature & Date:

Anthony Pocorbba
Typed or Printed Name:
Vice President

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. 2577-0167 (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 (2577-0167), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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 966.103) 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.

- (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 charged.
- (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 offset 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 be entitled 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 Disputes herein.

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

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.

8. 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.

9. 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 thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the 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 90 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, than 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 therefrom, 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. 652(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. 4505). 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. This 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 (1) 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)(1)(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)(1)(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)(1) 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)(1)(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)(1)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1) 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.

(a) 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.

**TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES
OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(f) 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 States, 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 item 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.

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 obligations 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 owed 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.

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability Insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability Insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance - the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction Insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. - (Only required for Construction Contracts involving property)
7. Contractor's Pollution Liability (If applicable for Construction Contractors)

| Required Coverage | Minimum Limits |
|--|---|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at http://www.ci.richmond.ca.us/index.aspx?nid=61 . |

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

| General Liability (primary and excess limits combined) | PROJECT COST \$0 - \$5 million \$5 million - \$10 million Over \$10 million <i>Fireworks \$5</i> | REQUIRED LIMIT \$2 million p/o \$5 million p/o \$10 million p/o <i>million p/o</i> |
|--|---|--|
| | <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. This policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p> | |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| <p>Builders' Risk/Course of Construction - Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><i>(Only required for Construction Projects involving property and equipment installation.)</i></p> | <p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p> | |
| <p>Contractor's Pollution Liability (if applicable)</p> <p>Protects against: unexpected/unintended release of pollution resulting from contractors covered operations such as: HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p> | Same limits as General Liability. | |
| Required Policy Conditions: | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |
| Additional Insured Endorsement | <p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> | |

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

| | |
|---|--|
| Additional Insured Endorsement (continued) | SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.) | Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee. |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: 1. A Bid bond 2. A Performance Bond 3. A Payment Bond |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work, 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors</p> |
|---|

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City *before work may begin*. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



Richmond Housing Authority
Economic Development

AGENDA REPORT

| | |
|---------------------------------|--|
| DATE: | June 6, 2023 |
| TO: | Chair Martinez and Members of the Richmond Housing Authority Board of Commissioners |
| FROM: | Nannette Beacham, Economic Development Director Gabino Arredondo, Interim Richmond Housing Authority Executive Director |
| Subject: | Standing Purchase Order for Maintenance, Repair, and Unit Turnover Activities for Public Housing Sites |
| FINANCIAL IMPACT: | The proposed expenditure will be funded from the RHA Operating Budget and Capital Fund (FY 22-23 \$80,000, FY 23-24 \$50,000 FY 24-25 \$50,000, 42141191-400707). |
| PREVIOUS COUNCIL ACTION: | July 27, 2021 |
| STATEMENT OF THE ISSUE: | The Richmond Housing Authority (RHA) is seeking approval to establish a standing purchase order with HD Supply for maintenance, repair, and unit turnover activities for RHA Public Housing sites. |
| RECOMMENDED ACTION: | ADOPT a resolution authorizing a standing purchase order with HD Supply for an amount not to exceed \$180,000, for maintenance, repairs, and unit turnover activities ending June 30, 2025 - Richmond Housing Authority (Gabino Arredondo 510-621-1300). |

DISCUSSION:

The Richmond Housing Authority (RHA) is seeking approval of a purchase order to support the on-going maintenance and repair supplies for unit turnover activities at RHA public housing sites.

The HD Supply maintenance supplies have been bid by the Omnia (formerly US Communities) Piggybackable contract (Attachment 2). The RHA's utilization of the Omnia (formerly US Communities) Piggybackable contract eliminates the cost associated with going out to bid and reduces the lead-time in obtaining the products. The purchase order amounts with HD Supply are proposed for an amount not to exceed \$180,000 over three fiscal years ending June 30, 2025.

DOCUMENTS ATTACHED:

Attachment 1 - Resolution

Attachment 2 - Omnia (formerly US Communities) Piggybackable contract Maricopa County

Attachment 3 - Cooperative Procurement Justification

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE STANDING PURCHASE ORDERS WITH HD SUPPLY FOR AN AMOUNT NOT TO EXCEED \$180,000, FOR MAINTENANCE, REPAIRS, AND UNIT TURNOVER ACTIVITIES ENDING JUNE 30, 2025

WHEREAS, Richmond Housing Authority (RHA) owns and manages 244 units of rental housing; and

WHEREAS, RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, RHA remains obligated and committed to performing all HUD required functions, and providing quality service to local program participants; and

WHEREAS, RHA has a need for the maintenance and repairs supplies to support daily maintenance and unit turnover activities at Public Housing sites.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT the Interim Executive Director is hereby authorized to execute standing purchase orders with HD Supply for an amount not to exceed \$180,000, for maintenance, repairs, and unit turnover activities ending June 30, 2025.

BE IT FURTHER RESOLVED that the Interim Executive Director is hereby authorized to take all actions necessary to implement this resolution.

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June 6, 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

Attest:

Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. _____** finally passed and adopted at a Special Housing Authority Meeting held on June 6, 2023.

CLERK OF THE HOUSING AUTHORITY

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - HD Supply Facilities Maintenance LTD.

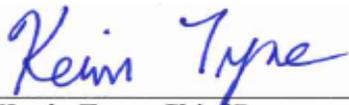
DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, Ltd., Florida Limited Partnership ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1th day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this Contract or as a matter of law. The provisions of this clause shall survive the expiration or termination of this Contract.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number if provided during account set-up or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of shipment
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the

responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor based on applicable law and pursuant to tax exemption regulations. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

- 3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

- 3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.
- 3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against actual and direct claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) to the extent arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or willful misconduct relating to the Contractor's performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any actual and direct claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, to the extent caused by negligent acts, errors, omissions, or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Contractor's obligation to indemnify, defend and hold harmless County shall not apply in cases of County's negligence or intentional misconduct. Further, Contractor shall not be so obligated and specifically disclaims any liability for claims that are due to: building design and/or construction, product misuse, misapplication of the product, improper site or surface preparation, improper selection of product and/or color, or improper maintenance. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification extends to the negligence of County.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State

of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds, except where such agent or representative is a contractor or subcontractor retained by the County.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service, except where such agent or representative is a third-party contractor or subcontractor retained by the County.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against County and its agents, officers, directors and employees (except for third-party contractors or subcontractors retained by the County) for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the CONTRACTOR, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and Commercial Umbrella insurance, if necessary, in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builder's Risk insurance shall be maintained until completion of the units under construction subject to the agreement as complete. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall provide prior written notice of cancellation to Maricopa County based on state guidelines. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation-

6.3 BOND REQUIREMENT: (If required by Project/Task Order)

6.3.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.3.1.1 A Performance Bond equal to the full Contract amount (\$ or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.3.1.2 A Payment Bond equal to the full contract amount (\$ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated “Best-A” or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Except for payment obligations, neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo,

labor dispute, strike, interruption or failure of electricity or telecommunication service.

- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH

DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all reasonable times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If after being provided written notice and reasonable opportunity to cure the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

- ~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~
- ~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~
- ~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow promptly. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.10.1 Cancel the stop-work order; or
- 6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised

if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which consent shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.**

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 **UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.28 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

6.28.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.28.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.28.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.29 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.30 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.31 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.32 PRICES:

Pricing will be compliant with the Pricing Commitments as described in the Administration Agreement dated as of January 12, 2017 by and between U.S. Communities Government Purchasing Alliance and Contractor.

6.33 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.34 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.34.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.35 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.36 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.37 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.38 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.38.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.38.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.39 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the cancellation. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.41.1 Exhibit A, Pricing;
- 6.41.2 Exhibit B, Scope of Work;
- 6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

with a copy to:

HD Supply Facilities Maintenance, Ltd.
PO Box 509055
San Diego, CA 92150-9055
Attn: Contracts Department

HD Supply Facilities Maintenance, Ltd.
3400 ~~3100~~ Cumberland Blvd, ~~Suite 1700~~
Atlanta, GA 30339
Attn: Legal

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Robin Soehl

AUTHORIZED SIGNATURE

Robin Soehl, VP, Information Integrity & Compliance
PRINTED NAME AND TITLE

101 Riverview Parkway, Santee, CA 92071
ADDRESS

12/15/2016

DATE

MARICOPA COUNTY

Dee Boy

CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

Frank McCarty
CLERK OF THE BOARD 01/17

JAN 17 2017

DATE

APPROVED AS TO FORM:

Romell B. Pennington

DEPUTY COUNTY ATTORNEY

Jan 12, 2017
DATE

EXHIBIT A

PRICING

| | | |
|----------------------------------|-----|--|
| SERIAL 16154-RFP | BFO | |
| NIGP CODE: 45041 | | |
| RESPONDENT'S NAME: | | HD Supply Facilities Maintenance, Ltd. |
| COUNTY VENDOR NUMBER : | | VC0000004973 |
| ADDRESS: | | 3100 Cumberland Blvd., Ste. 1700 |
| | | Atlanta, GA 30339 |
| P.O. ADDRESS: | | PO Box 509055, San Diego, CA 92150 |
| TELEPHONE NUMBER: | | 877-610-6912 |
| FACSIMILE NUMBER: | | 877-219-8526 |
| WEB SITE: | | hdsupplysolutions.com |
| CONTACT (REPRESENTATIVE): | | Cynde Smith |
| REPRESENTATIVE'S E-MAIL ADDRESS: | | cynde.smith@hdsupply.com |

| | |
|---|------------|
| | YES |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | [X] |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | [X] |

| | | | | | |
|---------------------|--|--------------------------------------|-----------------------------------|--------------------|---|
| 1.0 PRICING: | | | | | |
| 1.2 | Wholesale Catalog Discount By Category | | | | |
| | | | Annual Issue Date of Catalog | <u>March/April</u> | |
| | | (Insert Sub-categories as necessary) | | | |
| | MINIMUM | | MINIMUM Discount from List | | |
| 1.1 | <u>Category 1</u> | <u>Appliances</u> | | | |
| | | Refrigerators | | 5 | % |
| | | Ovens | | 5 | % |
| | | Oven Repair | | 20 | % |
| | | Laundry | | 5 | % |
| | | Dishwashers & other Appliances | | 5 | % |
| | | Refrigerator Repair | | 15 | % |
| | | Microwaves | | 10 | % |
| | | Range Hood Filters | | 20 | % |
| | | Range Hoods | | 20 | % |
| | | Washer & Dryer Repair | | 15 | % |
| | | Gas Supply Lines & Fittings | | 15 | % |
| | | Laundry Carts | | 5 | % |
| | | Dishwasher Repair | | 15 | % |
| | | Ice Machines | | 5 | % |
| | | Ice Machine Repair | | 10 | % |
| 1.2 | <u>Category 2</u> | <u>Building Materials</u> | | 5 | % |
| | | Slab Doors | | 10 | % |
| | | Bi-Fold | | 5 | % |
| | | Moldings | | 10 | % |

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| | | | | |
|-----|------------|--------------------------------------|----|---|
| | | Bypass Doors | 5 | % |
| | | Pre-hung Int. Doors | 5 | % |
| | | Exterior Doors | 5 | % |
| | | | | |
| 1.3 | Category 3 | Hardware | 5 | % |
| | | Residential Locksets | 10 | % |
| | | Door & Wall Protection | 15 | % |
| | | Screen Doors, Frame & Wire | 15 | % |
| | | Door Security Hardware | 15 | % |
| | | Commercial Locksets | 10 | % |
| | | Mailboxes & Accessories | 15 | % |
| | | Weatherization & Thresholds | 20 | % |
| | | Ceiling Tile | 5 | % |
| | | Door Hinges & Closers | 10 | % |
| | | Wardrobe Hardware | 15 | % |
| | | Cabinet & Drawer Hardware | 15 | % |
| | | Window Hardware | 10 | % |
| | | Commercial Door Hardware | 10 | % |
| | | Electronic Locks & Safes | 5 | % |
| | | Sliding Patio Door Hardware | 10 | % |
| | | Gate & Garage Door Hardware | 10 | % |
| | | Fasteners | 10 | % |
| | | Storm Door | 5 | % |
| | | | | |
| 1.4 | Category 4 | HVAC | 5 | % |
| | | Fireplace | 10 | % |
| | | Air Filtration | 15 | % |
| | | PTAC & Ductless (Mini Splits) | 5 | % |
| | | Refrigerants & Compressed Gases | 5 | % |
| | | Thermostats & Temperature Control | 10 | % |
| | | Window & Portable Air Conditioners | 10 | % |
| | | Wall Air Conditioners | 5 | % |
| | | Exhaust Fans | 15 | % |
| | | Condensing Units | 5 | % |
| | | Repair Parts | 10 | % |
| | | Tools & Supplies | 10 | % |
| | | Heaters | 10 | % |
| | | Hydronic Products, Controls & Gauges | 5 | % |
| | | Indoor Air Quality (IAQ) | 10 | % |
| | | Air Handlers, Furnaces & Coils | 5 | % |
| | | Ventilation | 10 | % |
| | | Compressors & Fittings | 10 | % |
| | | Warranty/OEM Parts | 0 | % |
| | | Thru-The-Wall Condensers | 5 | % |
| | | Clearance - HVAC | 0 | % |
| | | | | |
| 1.5 | Category 5 | Kitchen and Bath Cabinets | 10 | % |
| | | Medicine Cabinets | 15 | % |
| | | Countertops | 0 | % |

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| | | | | |
|------|-------------|--|----|---|
| | | Bathroom Vanities | 15 | % |
| | | Kitchen Cabinets | 10 | % |
| | | | | |
| 1.6 | Category 6 | Janitorial | 5 | % |
| | | Floor Mats | 10 | % |
| | | Paper Product | 20 | % |
| | | Cleaning Chemicals | 20 | % |
| | | Cleaning Equipment | 15 | % |
| | | Waste Receptacles And Liners | 10 | % |
| | | Pest Control | 10 | % |
| | | Trash Liners | 20 | % |
| | | Vacuums And Accessories | 5 | % |
| | | Carpet Extractors & Floor Machines | 5 | % |
| | | Odor Control | 5 | % |
| | | Hand Soaps & Sanitizers | 15 | % |
| | | Dilution Systems | 5 | % |
| | | | | |
| 1.7 | Category 7 | Landscaping Equipment and Supplies | 5 | % |
| | | Planters | 5 | % |
| | | Garden Hoses & Nozzles | 10 | % |
| | | Sprinkler Heads, Nozzles & Accessories | 5 | % |
| | | Sprinkler Valves & Accessories | 10 | % |
| | | Outdoor Equipment | 5 | % |
| | | Ice Melt | 5 | % |
| | | Utility Vehicle & Accessories | 5 | % |
| | | | | |
| 1.8 | Category 8 | Motors/Pumps | 5 | % |
| | | Motors & Fan Blades | 5 | % |
| | | Circulator Pumps | 5 | % |
| | | Pumps & Regulators | 5 | % |
| | | | | |
| 1.9 | Category 9 | Paints/Coatings | 5 | % |
| | | Caulking | 15 | % |
| | | Interior Surface Repair | 15 | % |
| | | Paint Application | 10 | % |
| | | Tapes & Adhesives | 10 | % |
| | | Paint | 5 | % |
| | | Spray Paint | 10 | % |
| | | Primers | 5 | % |
| | | Exterior Surface Repair | 5 | % |
| | | | | |
| 1.10 | Category 10 | Plumbing | 5 | % |
| | | Kitchen & Bar Faucets | 10 | % |
| | | Lavatory Faucets | 10 | % |
| | | Stems & Cartridges | 10 | % |
| | | Tub Spouts & Showerheads | 10 | % |
| | | Bathroom Hardware | 15 | % |
| | | Sinks | 10 | % |
| | | Faucet & Shower Valve Repair | 15 | % |

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| | | | | | |
|------|-------------|-----------------------------------|--|----|---|
| | | Specialty & Commercial Faucets | | 5 | % |
| | | Handles And Index Buttons | | 10 | % |
| | | Tub & Shower Trim Kits & Valves | | 5 | % |
| | | Pop Ups & Repair | | 10 | % |
| | | Spouts & Aerators | | 10 | % |
| | | Decorative Bath Hardware | | 10 | % |
| | | Escutcheons and Flanges | | 10 | % |
| | | Clearance faucets and showerheads | | 0 | % |
| | | Water Heaters | | 5 | % |
| | | Toilet & Tank Repair | | 10 | % |
| | | Disposers & Repair | | 5 | % |
| | | Shower Doors, Tubs & Enclosures | | 10 | % |
| | | Toilets | | 10 | % |
| | | Toilet Seats | | 20 | % |
| | | Drain Cleaning Equipment | | 5 | % |
| | | Metal & Plastic Tubular | | 10 | % |
| | | Public Washroom | | 10 | % |
| | | Water Heater Repair | | 5 | % |
| | | Sink Repair | | 20 | % |
| | | Water Coolers & Bubblers | | 5 | % |
| | | Tub Waste and Drain Repair | | 10 | % |
| | | Pipe Repair & Weatherization | | 10 | % |
| | | | | | |
| 1.11 | Category 11 | Pool Supplies | | 5 | % |
| | | Pool And Patio Furniture | | 5 | % |
| | | Pool Chemicals | | 5 | % |
| | | Pool Equipment | | 10 | % |
| | | | | | |
| 1.12 | Category 12 | Tools, Hand-Held General Purpose | | 5 | % |
| | | Acrylic Sheet | | 5 | % |
| | | Hand Tools | | 10 | % |
| | | Ladders & Ladder Acc. | | 5 | % |
| | | Lubricants | | 10 | % |
| | | Plumbing Hand Tools | | 10 | % |
| | | Carts & Trucks | | 10 | % |
| | | Wheels & Casters | | 10 | % |
| | | Storage | | 15 | % |
| | | | | | |
| 1.13 | Category 13 | Tools, Power Type | | 5 | % |
| | | Power Tools | | 5 | % |
| | | Shop Tools | | 5 | % |
| | | Power Tool Accessories | | 10 | % |
| | | Power Equipment | | 5 | % |
| | | Bench Top Tools | | 5 | % |
| | | | | | |
| 1.14 | Category 14 | Flooring and Window Coverings | | 10 | % |
| | | Vinyl Mini Blinds | | 20 | % |

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| | | | | | |
|------|-------------|--|--|----|---|
| | | Standard Vertical Blinds | | 20 | % |
| | | 1" Deluxe Vinyl Mini Blinds | | 20 | % |
| | | Aluminum Mini Blinds | | 20 | % |
| | | Window Shades & Rods | | 15 | % |
| | | Faux Wood Blinds | | 15 | % |
| | | Deluxe Vertical Blinds | | 10 | % |
| | | Window Covering Accessories | | 15 | % |
| | | 2" Deluxe Vinyl Mini Blinds | | 15 | % |
| | | Floor Tile | | 10 | % |
| | | Flooring Tools | | 15 | % |
| | | Floor Prep & Adhesive | | 15 | % |
| | | | | | |
| 1.15 | Category 15 | Hospitality | | 5 | % |
| | | Hospitality - Banquet Furniture | | 5 | % |
| | | Hospitality - Shower Curtains & Liners | | 5 | % |
| | | Hospitality - Guest Room Case Goods & Furniture | | 5 | % |
| | | Hospitality - Food & Beverage Equipment & Supplies | | 10 | % |
| | | Hospitality - Guest Room Coffee Makers & Coffee | | 5 | % |
| | | Hospitality - Guest Room Appliances | | 5 | % |
| | | Hospitality - Personal Care Amenities | | 5 | % |
| | | Hospitality - Telephones & Accessories | | 5 | % |
| | | Hospitality - Guest Room Supplies | | 10 | % |
| | | Hospitality - Beds & Frames | | 5 | % |
| | | Hospitality - Office Supplies & Equipment | | 10 | % |
| | | Hospitality - Housekeeping Carts & Accessories | | 10 | % |
| | | Hospitality - Fitness Equipment | | 5 | % |
| | | Hospitality - Extended Stay/Timeshare Supp & Equipment | | 5 | % |
| | | Hospitality - Bellman's Carts & Accessories | | 5 | % |
| | | Hospitality - Logo Amenities | | 5 | % |
| | | Hospitality - Business Forms | | 15 | % |
| | | Hospitality - Guest Room Printed Supplies | | 10 | % |
| | | Hospitality - Baby Cribs & Sheets | | 5 | % |
| | | Hospitality - Bathroom Hardware (Hospitality) | | 5 | % |
| | | Hospitality - Restaurant Equipment & Supplies | | 5 | % |
| | | Hospitality - Crowd Management | | 5 | % |
| | | Hospitality - ADA Communications | | 5 | % |
| | | Hospitality - Artwork, Frames & Mirrors | | 5 | % |
| | | Hospitality - Room Decor | | 5 | % |
| | | Hospitality - Laundry Carts & Accessories | | 10 | % |
| | | Hospitality - Guest Kitchen Appliances | | 5 | % |
| | | Hospitality - Safety & Signage | | 5 | % |
| | | | | | |
| 1.16 | Category 16 | Water/Wastewater Treatment | | 5 | % |
| | | Water Supply & Fittings | | 15 | % |
| | | Pipe & Pipe Fittings | | 5 | % |
| | | Water Filtration | | 5 | % |
| | | | | | |
| 1.17 | Category | Miscellaneous | | 5 | % |

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| | | | | |
|----|--|--|--|------|
| 17 | | | | |
| | | Ability One - Floor Care | | 5 % |
| | | Ability One - Cleaning Supplies | | 10 % |
| | | Ability One - Brooms & Brushes | | 5 % |
| | | Ability One - Safety & Sundries | | 5 % |
| | | Ability One - Paper Products | | 5 % |
| | | Ability One - Paint & Tape | | 5 % |
| | | Electrical - Carbon Monoxide Alarms | | 15 % |
| | | Electrical - Smoke Alarms & Fire Safety | | 15 % |
| | | Electrical - Fire Extinguishers & Cabinets | | 5 % |
| | | Electrical - Wiring Devices - GFCIs | | 15 % |
| | | Electrical - Wall Plates | | 15 % |
| | | Electrical - Wiring Devices - Receptacles | | 15 % |
| | | Electrical - Wiring Devices | | 15 % |
| | | Electrical - Power Cords & Connectors | | 15 % |
| | | Electrical - Two-Way Communications | | 5 % |
| | | Electrical - Door Chimes & Intercoms | | 15 % |
| | | Electrical - Wiring Supplies | | 10 % |
| | | Electrical - Circuit Breakers & Fuses | | 10 % |
| | | Electrical - Building Wire | | 10 % |
| | | Electrical - Electrical Tools & Meters | | 10 % |
| | | Electrical - Security & Surveillance | | 10 % |
| | | Electrical - Conduit & Weatherproof/Electrical Boxes | | 15 % |
| | | Electrical - Lighting Controls | | 15 % |
| | | Electrical - Telephone & Video Repair | | 15 % |
| | | Electrical - Surge Protection | | 15 % |
| | | Electrical - Time Switches | | 15 % |
| | | Electrical - Audio/Video Equipment | | 5 % |
| | | Electrical - Plug & Connectors | | 15 % |
| | | Electrical - Audio/Video Accessories | | 10 % |
| | | Electrical - Clearance - Electrical | | 0 % |
| | | Electrical - Cameras | | 5 % |
| | | Grounds - Benches & Picnic Tables | | 5 % |
| | | Grounds - Petwaste Stations & Accessories | | 10 % |
| | | Grounds - Flags | | 5 % |
| | | Grounds - Bike Racks | | 5 % |
| | | Grounds - Barbecues | | 5 % |
| | | Grounds - Playgrounds | | 5 % |
| | | Healthcare - Patient Care | | 10 % |
| | | Healthcare - Bathing & Toileting | | 5 % |
| | | Healthcare - Bathing Units/Supplies & Repair | | 5 % |
| | | Healthcare - Shelving & Storage | | 5 % |
| | | Healthcare - Resident Room Furniture | | 5 % |
| | | Healthcare - Nurse Call & Audio/Video Equipment | | 5 % |
| | | Healthcare - Bed Repair Parts | | 10 % |
| | | Healthcare - Incontinent Care | | 5 % |
| | | Healthcare - Wheelchair Repair Parts | | 15 % |
| | | Healthcare - Wheelchair Cushions & Accessories | | 5 % |
| | | Healthcare - Biohazard Containment | | 10 % |

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|--|--|--|--|----|---|
| | | Healthcare - Therapy & Fitness | | 5 | % |
| | | Healthcare - Privacy Curtains & Hardware | | 10 | % |
| | | Healthcare - Carts & Receptacles | | 5 | % |
| | | Healthcare - Lift Repair | | 5 | % |
| | | Healthcare - Mattresses | | 5 | % |
| | | Healthcare - Wheelchairs & Walkers | | 5 | % |
| | | Healthcare - Beds & Accessories | | 5 | % |
| | | Healthcare - Respiratory Aid | | 10 | % |
| | | Healthcare - Lifts & Slings | | 5 | % |
| | | Healthcare - Mobility Aids & Repair Parts | | 5 | % |
| | | Healthcare - Bed & Bath Linen | | 5 | % |
| | | Healthcare - Resident Monitoring / Fall Prevention | | 5 | % |
| | | Healthcare - Hampers and Accessories | | 5 | % |
| | | Healthcare - Scales | | 5 | % |
| | | Healthcare - Aids to Daily Living | | 5 | % |
| | | Healthcare - Diagnostic | | 5 | % |
| | | Healthcare - Exam Gloves | | 10 | % |
| | | Healthcare - Recliners and Accessories | | 5 | % |
| | | Healthcare - Wheelchair Ramps | | 5 | % |
| | | Healthcare - Healthcare Office | | 5 | % |
| | | Healthcare - Defibrillators | | 5 | % |
| | | Lamps & Ballasts - Fluorescent Tubes | | 20 | % |
| | | Lamps & Ballasts - Pin Based Compact Fluorescents | | 20 | % |
| | | Lamps & Ballasts - Batteries & Flashlights | | 20 | % |
| | | Lamps & Ballasts - Fluorescent Lamp Adapters | | 20 | % |
| | | Lamps & Ballasts - Ballasts & Starters | | 10 | % |
| | | Lamps & Ballasts - LED Lamps | | 5 | % |
| | | Lamps & Ballasts - A-Lamps | | 10 | % |
| | | Lamps & Ballasts - H.I.D. Lamps | | 10 | % |
| | | Lamps & Ballasts - Decorative Lamps | | 10 | % |
| | | Lamps & Ballasts - PAR Lamps | | 10 | % |
| | | Lamps & Ballasts - Reflector Lamps | | 10 | % |
| | | Lamps & Ballasts - Halogen Lamps | | 10 | % |
| | | Lamps & Ballasts - Special Application Lamps | | 10 | % |
| | | Lamps & Ballasts - Clearance - Lamps & Ballast | | 5 | % |
| | | Lighting Fixtures - Indoor LED Fixtures | | 15 | % |
| | | Lighting Fixtures - Outdoor LED Fixtures | | 10 | % |
| | | Lighting Fixtures - Indoor Incandescent Ceiling Fixtures | | 20 | % |
| | | Lighting Fixtures - Emergency Lighting Fixtures | | 10 | % |
| | | Lighting Fixtures - Ceiling Fans | | 15 | % |
| | | Lighting Fixtures - Light Fixture Glass | | 10 | % |
| | | Lighting Fixtures - Linear Fluorescent Fixtures | | 10 | % |
| | | Lighting Fixtures - Bathroom Fixtures | | 10 | % |
| | | Lighting Fixtures - Indoor Fluorescent Ceiling Fixtures | | 15 | % |
| | | Lighting Fixtures - Outdoor Fluorescent Fixtures | | 10 | % |
| | | Lighting Fixtures - Security Lighting | | 10 | % |
| | | Lighting Fixtures - Outdoor Incandescent Fixtures | | 10 | % |
| | | Lighting Fixtures - Light Fixture Repair | | 10 | % |
| | | Lighting Fixtures - Indoor Wall Fixtures | | 10 | % |

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| | | | | |
|--|--|---|----|---|
| | | Lighting Fixtures - Lamp Shades | 10 | % |
| | | Lighting Fixtures - Chandeliers & Pendants | 10 | % |
| | | Lighting Fixtures - Recessed & Track Lighting | 5 | % |
| | | Lighting Fixtures - Hospitality Portable Fixtures | 10 | % |
| | | Property Marketing - Banners | 5 | % |
| | | Property Marketing - Marketing Flags | 5 | % |
| | | Property Marketing - Gifts | 5 | % |
| | | Property Marketing - Apparel | 5 | % |
| | | Property Marketing - Yard Signs | 5 | % |
| | | Property Marketing - Key Tags | 5 | % |
| | | Property Marketing - A-Frame Signs | 5 | % |
| | | Property Marketing - Drinkware | 5 | % |
| | | Property Marketing - Balloons | 5 | % |
| | | Property Marketing - Events | 5 | % |
| | | Property Marketing - Indoor Banners | 5 | % |
| | | Raw Materials - Hardware | 0 | % |
| | | Raw Materials - Raw Materials | 5 | % |
| | | Raw Materials - Screening | 5 | % |
| | | Office Solutions - Storage | 10 | % |
| | | Office Solutions - Forms | 5 | % |
| | | Office Solutions - Parking Permits | 5 | % |
| | | Office Solutions - Paper | 5 | % |
| | | Office Solutions - Violations | 5 | % |
| | | Office Solutions - Ink/Toner | 5 | % |
| | | Office Solutions - Message Boards | 5 | % |
| | | Office Solutions - Presentation | 5 | % |
| | | Office Solutions - Desktop | 5 | % |
| | | Office Solutions - Filing | 5 | % |
| | | Office Solutions - Mailroom/Shipping | 5 | % |
| | | Office Solutions - Technology | 5 | % |
| | | Office Solutions - Low Tech | 5 | % |
| | | Office Solutions - Stationery | 5 | % |
| | | Office Solutions - Writing | 5 | % |
| | | Office Solutions - Planning/Organization | 5 | % |
| | | Office Solutions - Labels | 5 | % |
| | | Office Solutions - Note Pads | 5 | % |
| | | Office Solutions - Greeting Cards | 5 | % |
| | | Office Solutions - Binders | 5 | % |
| | | Office Solutions - Pool Permits | 5 | % |
| | | Safety Products - Hand Protection | 20 | % |
| | | Safety Products - Safety Apparel | 10 | % |
| | | Safety Products - First Aid | 10 | % |
| | | Safety Products - Respiratory Protection | 15 | % |
| | | Safety Products - Eye Protection | 15 | % |
| | | Safety Products - Spill Control & Containment | 10 | % |
| | | Safety Products - Lockout Tagout | 10 | % |
| | | Safety Products - Hearing Protection | 15 | % |
| | | Safety Products - Safety Training Materials | 10 | % |
| | | Safety Products - Fall Protection | 5 | % |

| | | | | | |
|------|-------------|---|--|----|---|
| | | Safety Products - Traffic Safety | | 5 | % |
| | | Safety Products - Safety Storage | | 10 | % |
| | | Signage - Traffic Signs | | 5 | % |
| | | Signage - Interior Signs | | 5 | % |
| | | Signage - Specialty Signs | | 5 | % |
| | | Signage - Exterior Signs | | 5 | % |
| | | Signage - Sign Post | | 5 | % |
| | | Signage - Safety Signs | | 5 | % |
| | | Textiles - Mattress Pads Covers Toppers | | 5 | % |
| | | Textiles - Towels | | 5 | % |
| | | Textiles - Sheets | | 5 | % |
| | | Textiles - Pillows And Protectors | | 5 | % |
| | | Textiles - Blankets | | 5 | % |
| | | Textiles - Top Of Bed | | 5 | % |
| | | Textiles - Table Line | | 5 | % |
| | | Textiles - Robes And Slippers | | 5 | % |
| | | | | | |
| 1.18 | Category 18 | In Store Services | | 0 | % |
| | | Fab - Kitchen Cabinets | | 0 | % |
| | | Fab - Countertops | | 0 | % |
| | | Mirror/Glass Fabrication | | 0 | % |
| | | Fab - 5/8"TF Cabinet Doors & Fronts | | 0 | % |
| | | Fab - Cabinet Drawer Boxes | | 0 | % |
| | | Fab - Cabinet Doors & Fronts | | 0 | % |
| | | Bypass Doors Fabrication | | 0 | % |
| | | Screening Fabrication | | 0 | % |
| | | Fab-Interior Slab Bypass Doors | | 0 | % |

| | | | | | | |
|-----|---|------------------------|---|------------------------------|---|--|
| 1.2 | Do you offer a Rebate in lieu of a discount | | | Y* | (Y/N) | |
| | | | | | "Rebate is offered in addition to a discount" | |
| | <i>If annualized net purchases are...</i> | | <i>...the rebate paid on net purchases will be...</i> | | | |
| | <i>over...</i> | <i>but not over...</i> | <i>will be...</i> | <i>of the amount over...</i> | | |
| | \$500,000 | \$999,999 | 1.00% | \$0 | | |
| | \$1,000,000 | \$1,999,999 | 1.50% | \$0 | | |
| | \$2,000,000 | NA | 2.00% | \$0 | | |
| | | | | | | |
| | <p>The rebate will be calculated at the Agency level based on its properties or facilities within its account hierarchy in HD Supply's database. At HD Supply's discretion, rebates will only be available to purchasers and will not include group purchasing organizations or similar entities.</p> | | | | | |
| | <p>The rebate percentages apply only to net purchases above the noted thresholds. Net purchases are defined as invoiced product purchases less returns, other discounted items, and invoices that are 90+ days beyond terms from all customer properties. The rebate is paid annually based on HD Supply's fiscal calendar, which typically begins in February. Rebate payments are accompanied by a detailed report showing the purchases by property and region established in our database. Any invoices that are 90+ days beyond terms at the time of incentive calculation and payment may be excluded from incentive payments or discounts.</p> | | | | | |

**EXHIBIT B
SCOPE OF WORK**

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies")) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

2.2.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database

2.2.7.4.2 SSN Verification

2.2.7.4.3 National Criminal Database Check

2.2.7.4.4 Two County Search

2.2.7.4.5 Sex Offender Search

2.2.7.4.6 Annual Review (National Criminal Database)

2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal

2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

Internet

Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

~~Wholesale:~~

~~Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be allowed once per year.~~

2.5.1 **Discounts by product subcategory are set forth in Exhibit A - Pricing. Percentages are applied to the then-current list price. All customers will be guaranteed our published list price, minus the category discount in Exhibit A - Pricing; however, certain products requiring special processing, such as design services, may be subject to tiered pricing based on volume.**

2.5.2 **List price on all stocked items shall remain fixed from approximately March to March of each year. Stocked items are all items in the catalog or on the website as "next day delivery" (excluding refrigerant products and other mutually agreed upon items). New pricing for each year will be published during March of each year.**

2.5.3 **List price on all non-stocked items, which are items not identified in the catalog or on the website as "next day delivery", may be adjusted at any time without notice.**

The discount percentages will remain fixed for the duration of the Contract and will be applied to the list price in effect at the time of sale.

- 2.5.4 Discount percentages will not apply to Special Orders, Promotional Items, Renovations, Installations or Contract Priced Items. The list price may be accessed by logging in to <https://hdsuppliesolutions.com/> or through the Easy Order App.

Due to the uncertain impact of tariffs referenced in <https://ustr.gov>, pricing of stocked items may be adjusted from time to time. Any changes will be provided to County for review and approval not less than ten (10) business days prior to implementation. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Failure to reject any changes prior to implementation as provide above shall be deemed express approval by County of such changes.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SALES REPORTING:

Describe your firm’s ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

- 2.10.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.10.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.10.6.1 Contract Serial number
 - 2.10.6.2 Contractor's name and address
 - 2.10.6.3 Participating Public Agency's name and address
 - 2.10.6.4 Participating Public Agency's purchase order number
 - 2.10.6.5 A description of product(s) shipped, including item number(s), quantity(ies), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.
- 3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract.

3.7.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon prompt acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship which becomes or is found to be defective during the term of this warranty.

3.7.2.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY

CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT CFACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on site within four (4) hours of receipt of a service request.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- ~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~6.0 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~Invoices are required to contain the following information and should be e mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

~~7.3 — Building Name and Building Number~~

~~7.4 — County purchase order number~~

~~7.5 — County contract number~~

~~7.6 — Maximo (FMD) service call number~~

~~7.7 — Invoice number and date~~

~~7.8 — Date of service or delivery~~

~~7.9 — Description of Purchase (services performed)~~

~~7.10 — Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 — Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 — Arrival and completion time~~

~~7.13 — Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 — Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

~~8.0 — CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS, AFTER HOURS, WEEKEND** or **HOLIDAYS**, Contractor shall respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day.
- 2.4 Contractors shall respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00 (one per work order) are permitted when Time and Materials work is requested at the following sites ONLY:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguario)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 DEAD END CHARGE:

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The

Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.
- 5.9 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - Shirt/blouse
 - Vest
 - Cap

- 5.10 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 5.11 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 **BUILDING ACCESS:**

- 6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. Keys, badges, or access cards will be provided per the following guidelines:
- 6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.
- 6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.
- 6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 6.5 Once this Contract is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.
- 6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

8.0 **DELIVERY:**

- 8.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.
- 8.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 8.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.

8.4 Delivery will be made to the following address:

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009**

**Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.**

9.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

9.1 Payment terms shall be calculated based on the date of a properly completed invoice.

9.2 Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.

9.3 Invoices should contain all of the following information at a minimum:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number
- Contract or BidSync agreement number
- Maximo (Facilities Management) work order number
- Invoice number and date
- Date of service or delivery (for Project work: use “Completion date”)
- Description of services performed
- Line item description of parts and materials (Time and Materials work)
- Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
- Total amount due with tax amounts separated (Time and Materials work).
*On a separate line, clearly indicate the tax rate being applied
- Payment Terms as stated in the Contract

9.4 Questions regarding billing or invoicing shall be directed to the email address below.

9.5 Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV

9.6 If invoices cannot be e-mailed, send by mail to:

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

- 9.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**
- 9.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HD SUPPLY FACILITIES MAINTENANCE LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

PRICING SHEET: NIGP CODE 45041

| | |
|---------------------------|---|
| Terms: | 2% 10 DAY NET 30 DAYS |
| Vendor Number: | VC0000004973 |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending December 31, 2024 2026. |

2.52.328 Cooperative Procurement Justification

Section 2.52.328 of the City of Richmond's Procurement code specifically allows the awarding of contracts without following normal bidding procedures when the services are acquired from, or in cooperation with, another government agency that has acquired the services through competitive bidding.

A piggyback purchase with HD Supply Facilities Maintenance is in RHA's best interest for the following reasons:

- Facilities maintenance, lighting products, industrial supplies and tools were competitively solicited.
- It is very time consuming and costly to issue a competitive solicitation for Maintenance and hardware supplies.
- The City will not prepare a contract because there are no services required. All products will be purchased with a credit card/purchase order.



Richmond Housing Authority
Economic Development

AGENDA REPORT

| | |
|---------------------------------|---|
| DATE: | June 6, 2023 |
| TO: | Chair Martinez and Members of the Richmond Housing Authority Board of Commissioners |
| FROM: | Nannette Beacham, Director of Economic Development Gabino Arredondo, RHA Interim Executive Director |
| Subject: | Amendment Of Authorized Signatures On Richmond Housing Authority (RHA) Mechanics Bank Depository And Checking Accounts. |
| FINANCIAL IMPACT: | None. |
| PREVIOUS COUNCIL ACTION: | 1/19/2021 |
| STATEMENT OF THE ISSUE: | RHA needs to revise the list of authorized signatures positions to the Mechanics Bank Depository and Checking Accounts. |
| RECOMMENDED ACTION: | ADOPT a resolution removing the former City of Richmond Accounting Manager, Delmy Cuellar, updating Nanette Beacham's title to Economic Development Director, and adding Interim Richmond Housing Authority Executive Director Gabino Arredondo, City of Richmond Deputy Director of Finance Mubeen Qader, Accounting Manager Jerry Chak, and Deputy City Manager Nickie Mastay as authorizing signatory on the Mechanics Bank depository and checking accounts - Richmond Housing Authority (Gabino Arredondo 621-1300). |

DISCUSSION:

The RHA is required to have two signatures on all required bank depository and checking accounts. The signature cards need to be updated because of personnel changes, and Mechanics Bank requires the adoption of a Board resolution to update signature cards. The list of authorized signatures positions on the Mechanics Bank accounts must be updated to facilitate continued processing of RHA payroll, accounts payable, and other transactions.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, REVISING THE LIST OF AUTHORIZED SIGNATURES TO MECHANICS BANK DEPOSITORY AND CHECKING ACCOUNTS BY DELETING THE FORMER CITY OF RICHMOND ACCOUNTING MANAGER, DELMY CUELLAR, UPDATING NANETTE BEACHAM'S TITLE TO ECONOMIC DEVELOPMENT DIRECTOR, AND ADDING INTERIM RICHMOND HOUSING AUTHORITY EXECUTIVE DIRECTOR GABINO ARREDONDO, CITY OF RICHMOND DEPUTY DIRECTOR OF FINANCE MUBEEN QADER, ACCOUNTING MANAGER JERRY CHAK, AND DEPUTY CITY MANAGER NICKIE MASTAY

WHEREAS, the Richmond Housing Authority (RHA) is required to maintain and periodically update the List of Authorized Signatures of Housing Authority and City employees authorized to make deposits or withdrawals of funds with Mechanics Bank; and

WHEREAS, the RHA needs to revise the authorization list of positions due to personnel changes in order to make deposits or withdrawals of funds with Mechanics Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA that the RHA hereby amends the Changes to List of Authorized Signatures to delete Delmy Cuellar, Accounting Manager, updating Nanette Beacham's title to Economic Development Director, and adding Interim Richmond Housing Authority Executive Director Gabino Arredondo, City of Richmond Deputy Director of Finance Mubeen Qader, Accounting Manager Jerry Chak, and Deputy City Manager Nickie Mastay.

BE IT FURTHER RESOLVED THAT the following Housing Authority and City officers holding the title(s) specified herein below or their successors in office are hereby authorized to order the deposit or withdrawal of funds with Mechanics Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

| | |
|------------------|--------------------------------|
| Gabino Arredondo | RHA Interim Executive Director |
| Nanette Beacham | Economic Development Director |
| Mubeen Qader | Deputy Director of Finance |
| Jerry Chak | Accounting Manager |
| Nickie Mastay | Deputy City Manager |

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June 6, 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

Attest:

Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. XXXX** finally passed and adopted at a Special Housing Authority Meeting held on June 6, 2023.

CLERK OF THE HOUSING AUTHORITY