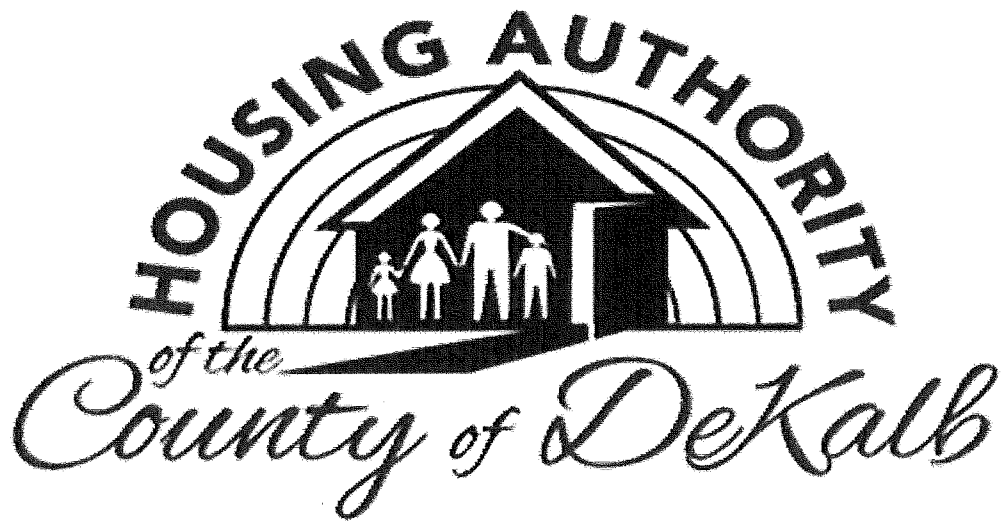


INVITATION FOR BID (RFP)

RFP #16-036

Issued March 4, 2016

**GAS & ELECTRIC RANGE
REPLACEMENT**



March 4, 2016



March 4, 2016

Hello,

**SUBJECT: INVITATION FOR BID (RFP) NO. 16-036
Gas & Electric Ranges**

The Housing Authority of the City of DeKalb invites bids from qualified and licensed business to furnish and install Gas/ Electric Ranges, pursuant to the attached specifications.

Bids will be accepted at 310 N 6th Street, DeKalb, Illinois 2 p.m. (local time) March 16, 2016. . . Offers received after this date and time will be rejected without consideration.

Questions of a procedural nature may be directed to Randy Bourdages at (815) 758-2692 Ext. 122. We look forward to receiving your bid.

Sincerely,

Capital Projects, Contracts & Procurement Manager
Housing Authority of the County of DeKalb
310 N 6th Street DeKalb Illinois 60115

INVITATION FOR BID (RFP)

#16-036

Gas & Electric
Ranges

RFP Issued	March 4, 2016
Pre-Bid Conference	None
Questions Due	March 8, 2016 by 4:00PM.
Email to:	rbourdages@dekcohousing.com (Indicate above RFP "#16-036 Gas and Electric Ranges" in the Subject line)
Addendum Issued (if applicable)	March 9, 2016
Bids Due	March 16, 2016 @ 2:00 PM

Housing Authority of the
County of DeKalb
310 N 6th Street DeKalb, IL 60115
e-mail: rbourdages@dekcohousing.com

Contact person for the above RFP: [Randy Bourdages@ 815-758-2692](mailto:Randy.Bourdages@815-758-2692)

Housing Authority of the County of DeKalb

INVITATION FOR BID (RFP)

RFP #16-036

Issued: 3/4/2016

Gas & Electric Ranges

The Housing Authority of the County of DeKalb is inviting bids for **approximately 40 GE Gas and 14 GE Electric ranges** for its public housing managed units. Bidders may opt to bid for either or both types of appliances. Housing Authority of the County of DeKalb will award a contract to the lowest responsive responsible bidder for each appliance.

How to obtain Bid Documents:

- 1) Copies of the specifications may be obtained (for a nominal fee) at the address listed below:

Housing Authority of the County of DeKalb
310 N 6th Street
DeKalb, IL 60115
Telephone: (815) 758-2692 / Fax: (815) 758-4190
Office Hours: 8:30 A.M. to 4:30 P.M.>

OR

- 2) Bid Documents are available to download through the **Housing Authority website: www.dekhousing.com** Select Procurement and then select the bid of choice.
- 3) The bid documents are available to the public for review at the Housing Authority of the County of DeKalb, 310 N 6th Street, DeKalb, Illinois. Please contact Randy Bourdages@ 815-758-2692 ext. 122 to schedule a time to review.

**INVITATION FOR
BID (RFP)
RFP #16-036**

Issued:
3/4/2016

Bids will be accepted until 2:00 PM, March 16, 2016. (No late proposals will be accepted.)

RFP Issued	Dates	Directions
Pre-Bid Countenance	None	
Questions Due	March 8, 2016 by 1:00 pm	Questions must be in writing via email to rbourdages@dekcohousing.com
Answers/Responses Posted	March 9, 2016 at 5:00 pm	Addendum issued if applicable
BID DEADLINE	March 16, 2016 at 2:00 pm	

Bids must have the following information clearly marked and visible on the outside of the envelope: Name of Company, Address, Phone Number, Bid Number.

(Faxed bids will not be accepted, and postmarks will not be used to determine timeliness of bids.)

Please submit bids to:

Housing Authority of the
County of DeKalb
Attn: Randy Bourdages
310 N 6th Street
DeKalb, IL 60115

TABLE OF CONTENTS

Documents (In the order RFP Package)		Must Be submitted with Bid
1	General Information 4	
2	Scope of Work 5	
3	Bid Process 9	
4	Bid Submission Requirements 10	
5	Bid Opening 11	
6	Contract Award 12	
7	Notice to Proceed 14	
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EXHIBITS (FORMS / DOCUMENTS)		
A.	Specifications	
B.	Bid Forms	Yes
C.	Qualifications Statement	Yes
D.	Profile and Certification Form	Yes
E.	Subcontractor Form	Yes
F.	U.S. Department of Housing and Urban Development Certifications and Representations of Offerors Form (5369-C)	Yes
G.	Addendum Acknowledgement To be Posted on Website if Applicable	Yes
H.	U.S. Department of Housing and Urban Development Instructions to Offerors Non-Construction (Form HUD 5369-B)	Yes
I.	U.S. Department of Housing and Urban Development General Conditions for Non Construction for Non Construction Contracts Section I (Form HUD 5370-C)	Yes
J.	Housing Authority of the County of DeKalb Insurance Requirements for Contractors	Yes
K.	Vendor Protests and Claims Procedures	

1. GENERAL INFORMATION

RFP Introduction: The Housing Authority of the County of DeKalb("Authority") invites interested vendors to submit bids for 40 GE Gas Ranges and 14 Electric Ranges to this Invitation to Bid (RFP).

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. The lowest responsive and responsible bidder for each appliance will be awarded.

For further information and/or updates on this bid or any other Authority projects, you may go to the Housing Authority of the County of DeKalb website at www.dekcohousing.com click on Procurement.

Housing Authority of the County of DeKalb Reservation of Rights:

- The Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by Housing Authority of the County of DeKalb to be in its best interests.
 - The Authority reserves the right not to award a contract pursuant to this RFP.
 - The Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
 - The Authority reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - The Authority reserves the right to negotiate the fees proposed by the proposer entity.
 - The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
-
- The Authority reserves the right, at any time during the RFP or contract process, to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing and/or by downloading this document, each

prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the HACD Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

2. SCOPE OF WORK

The Authority is seeking to purchase 40 GE (General Electric) 30" free-standing gas ranges and 14 GE (General Electric) 30" free-standing electric ranges for its owned and managed residential housing units.

The appliances will be delivered and installed to multiple locations to include single story dwelling and multi-story dwellings not exceeding (3) three stories in height or office locations throughout the City of DeKalb, Illinois. Elevators may be available at multiple floor buildings.

Order quantities are based on need and may vary from one unit (for each appliance) to ten or more at one time. All costs submitted by the vendor shall reflect the cost of purchase and delivery of the proposed items.

The selected vendor may be required to remove and properly dispose of old appliances from the delivery location at the request of the Authority. Notification of this request will occur at the time of placing an order.

Details

Item #	Unit of Measure	Estimated Minimum	Description
1	Each	14	GE General Electric Electric Range With Self Cleaning Oven – Silver & Black Model#: JB255GJSA Warranty: Parts - Limited 1 year for entire appliance; Labor – Limited 1 year for entire appliance
2	Each	14	New Range Cord per manufactures specification

3	Each	40	GE General Electric 30" Free-Standing Gas Range Black & Silver Model#: JGBS60GEFSA Electronic ignition system Four (4) 9,500 BTU burners, all sealed Standard cleaning porcelain-enameled oven Warranty: Parts - Limited 1 year for entire appliance; Labor - Limited 1-year for entire appliance
4	Each	40	New Gas Flex Hose Per Manufactures Specific
5	Each	As needed	Gas Ball Valve Per Manufactures Specific "

Please refer to Exhibit A, for manufacturer's specifications. The Authority will accept products that are equal or better than the specified brand. However, products other than the specified brand must be accompanied by specifications.

Funding Restriction and Order Quantities: The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority if:

1. funding is not available;
2. Legal restrictions are placed upon the expenditure of monies for this category) of service or supplies; or
3. the Authority's requirements, in good faith, change after award of the contract.

Order Procedure:

Order Period: The Gas & Electric Ranges may be ordered effective date of the contract, and in accordance with the bid specifications and other identified documents.

FOB Destination: FOB destination shall be required and shall mean that title to materials passes at the point of delivery.

Delivery: Delivery is desired within seven (7) calendar days but shall not exceed 45 calendar days from receipt of order. Bids offering delivery beyond the maximum number of days will be rejected as non-responsive.

Delivery of Appliances:

- 1) All appliances will be delivered directly to the interior of the units specified and connected by the vendor.
- 2) All appliances will be connected to ensure they are in working order and all packing materials removed from the premises.
- 3) All pricing should be submitted for a **ground level** delivery.
- 4) The vendor will provide all personnel to unload all appliances to the work site and units; and not require Housing Authority of the County of DeKalb staff assistance.

Returns and Restocking:

1. Vendor Error: If product is rejected by the Authority due to a vendor error, the Authority will be fully reimbursed with no restocking charge. The vendor will pay for all shipping costs.
2. Failure to perform: If vendor presented a particular product as suitable and fit for the purpose described in the RFP specifications or upon order by the Authority, and the product fails to perform as advised and/or specified, that shall be defined as a vendor error. No restocking charge shall be charged to the Authority. Also, if such fitness could not have been determined until the product had been in use, then the Authority may return the product opened and used within 90 days of receipt without penalty or charges due to the Authority.

Backorders: In the event that the vendor cannot deliver the materials, the Authority must be notified in writing by the vendor within 10 days of any and all backordered materials and/or any incomplete services and the estimated delivery date. At the option of the Authority, any order that will take more than a maximum of 10 days past the original agreed upon delivery date may be canceled and ordered from another source.

Removal and Disposal: The Authority may seek the removal and disposal of the existing ranges (with accessories) during the time of delivery. The vendor will provide personnel to remove the existing appliance(s) and (if applicable) accessories, and properly dispose of the item(s) per Illinois law.

Sub-Contractors:

- The selected vendor may require the services of sub-contractors. The Authority
- will reserve the right to audit the financial records of the vendors and its

sub- contractors. (Please submit) the Sub-Contractor Form in the attached forms *if applicable*).

3. BID PROCESS

Pre-bid Conference: (If on indicated on the Page 2)

The scheduled pre-bid conference is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an RFP and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last one hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the RFP documents so that they feel confident in submitting an appropriate bid; therefore, at this conference the Authority will conduct a brief overview of the RFP documents, including the attachments. Prospective bidders may also ask questions, though the Contracting Officer (CO) may require that some such questions are delivered in writing by the specified deadline for questions prior to a response being delivered. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; the Authority may or may not distribute at this conference any copies of the RFP documents.

Question

s:

All questions must be submitted in writing no later than the specified date and time on the cover, preferable via email to:

E-mail address: rbourdages@dekcohousing.com (Please indicate the RFP# in the "Subject")

Addendu

m:

All questions will be answered and responded to in writing by the specified date on the cover. The addendum will be posted on the Housing Authority of the County of DeKalb website click on No questions will be responded to after the question and answer period has expired.

During the RFP solicitation process, the CO will NOT conduct any *ex parte* (substantive) conversation. "Substantive" meaning, when discussions pertaining to the RFP are made between the Authority and a prospective bidder and other prospective bidders are not present, the conversation may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO; it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct

him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

4. BID SUBMISSION REQUIREMENTS

It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Authority, including the RFP document, the documents listed within the following section, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Authority requirements contained within the documents may cause that bidder to not be considered for award.

So that the Authority can properly evaluate the offers received, all bids submitted in response to this RFP must be formatted in accordance with the following guidelines:

The following items must be submitted with your bid in the following order:

Minimum Requirements:

- A. Completed Bid Form

Required Forms / Documents (under "Attachments" section):

- A. Qualifications Statement
- B. Profile and Certification Form
The form must be completed and signed.
- C. Sub-Contractor Form
The Sub-Contractor Form must be completed to identify the tasks performed by vendor and if applicable, sub-contractor(s).
- D. HUD Form 5369-C
Bidder must complete the U.S. Department of Housing and Urban Development – Certifications and Representations – Non-Construction Contract (Form HUD-5369-C) form furnished in this RFP.
- E. Addendum Acknowledgement Form
All applicable addendum acknowledgement form(s) must be submitted

with the bid.

Bid Submission:

Responses to this solicitation will be accepted at the following location:

Housing Authority of the County of DeKalb (HACD) Office
310 N 6th Street
DeKalb, IL 60115

Respondents must provide one (1) original copy, clearly marked "ORIGINAL," of the required submission. This must be submitted in a sealed envelope or box marked with the appropriate RFP number and description. Failure to submit the specified copies and/or to clearly mark the bid may result in delay of bid acceptance.

Late bids will not be accepted. Postmarks will not be considered in determining if a proposal is submitted on time. Bids will be date and time stamped by HACD staff and a receipt provided for the bid. Bids received after the published deadline will not be considered.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

Submission

Conditions:

DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, and if any additional marks, notations or requirements are entered on any of the documents, that bid may be invalidated. If, after accepting such a bid, Housing Authority of the County of DeKalb decides that any entry has not changed the intent of the bid that the Authority received, the Authority may accept the bid and the bid shall be considered as if those additional marks, notations or requirements were not entered. By accessing the noted Internet system, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Authority delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

Bidder's Responsibilities — Contact with the Housing Authority of the County of DeKalb:

It is the responsibility of the bidder to address all communication and correspondence pertaining to this RFP process to the CO only. Bidders must comply with the requirements set forth in the RFP documents and/or any applicable addendum in writing.

**Public
Opening:**

At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the lump sum cost proposed. At the bid opening the Authority will only disclose the following information: (a) The company name of each bidder; (b) the total amount bid; and (c) the identity of the apparent low bidder. A copy of the bid tabulation or recap recorded may be made available to each member of the public attending such opening and to anyone who requests such afterwards.

The bids will not be made available for inspection by anyone at this time; the Authority will, at a later time, review all bids in detail and will, in a timely manner, notify any bidder ruled to be non-responsive or not-responsible (as detailed within Section 8(d) of form HUD-

5369 and Section 7(b)(3) of form HUD-5369-B). The Authority reserves the right to waive informalities and minor irregularities in the offers received. The results shall be posted on the Housing Authority of the County of DeKalb website at www.dekcohousing.com Select Procurement Bids will be available for inspection by the public after the award has been completed. (In the case of ties, the award shall be decided as detailed within Section 6.12.C of HUD

Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection").

Responsive Evaluation:

After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum are deemed to be non-responsive and will be notified in writing by Authority in a timely manner.

Responsible Evaluation:

The Authority will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the Authority the required services). If the Authority ascertains that the firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Authority may proceed with award. If the Authority determines that the firm is deemed to be not responsible,

the firm will be notified in writing in a timely manner. The Authority will then

proceed with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than \$100,000), the Authority may take such contract award to DeKalb

Housing

Authority Board of Commissioners (BOC) for approval of the award prior

to executing a contract with the apparent successful bidder.

6. CONTRACT AWARD

Lowest Responsive and Responsible Bidder:

Award of an RFP is made to the responsive and responsible bidder that submits the lowest bid/cost.

Contract Award Procedure:

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- The selected vendor will receive a Purchase Order/Contract.

or contract amounts above \$100,000, Board approval must be obtained. Therefore, there may be a period of time between the bid due date and issuance of the Purchase Order: Work may NOT commence without a Purchase Order and Notice to Proceed, (see "Notice to Proceed" section below).

- By completing, executing and submitting the Bid Form and required documents, the bidder is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, either in hard copy or on the noted Internet system, including any applicable contract agreement. Accordingly, the Authority has no responsibility to conduct

after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the Authority has no power or authority to negotiate any clauses contained within any attached HUD documents.

Contract Terms and Conditions:

The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

Contract Terms: The contract type will be a firm-fixed-priced unit-price Indefinite Delivery Indefinite Quantities (IDIQ) contract. At time of award the IDIQ contract will be funded to the successful offeror's total amount, and this sum shall be considered a Not-To-Exceed ceiling for the Task Orders to be issued against the IDIQ during the period of performance, which will be one (1) year, with the option to renew for two additional one-year periods.

The Authority will exercise its option to renew the contract ninety (90) days before the contract ends by renegotiating the price of the appliance or by keeping the firm price of the original contract, whichever is in the Authority's best interest.

Contract Form: As the work is funded with U.S. Department of Housing and

Urban Development (HUD) funds, the contract must comply with all applicable HUD requirements specified in HUD-5370-C General Conditions for Non-Construction Contracts-Section I. The vendor must also comply with all Authority requirements as applicable based on contract size which will be incorporated into any contracts awarded.

The Authority will not execute a contract solely on the successful bidder's form.

Contracts will only be executed on the required Housing Authority of the County of DeKalb and/or HUD forms, and by submitting a bid the successful bidder agrees to do so (please note that the Authority reserves the right to amend the form(s) as deemed necessary). However, the Authority will, during the RFP process, (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request to do so. Failure of the Authority to include such clauses does not give the successful bidder the right to refuse to

execute the Authority's contract form. It is the responsibility of each prospective bidder to notify the Authority, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Authority's response (decision), then that prospective bidder's bid shall be deemed non-responsive.

Warranty/Guarantee: The vendor shall warrant all materials delivered under any resulting contract to be free from defects, damage or failure for any reason

whatsoever which the Authority may reasonably determine is the responsibility of the vendor, for a minimum of 90 days after the date of final acceptance and without cost to the Authority for labor, materials, parts, installation or any other costs except where longer periods of warranty or guarantees are specified.

Discount from Manufacturer List Pricing: The Authority will not accept requests to change discount rates below Retail List, except when more favorable to the Authority than the original contract. As list prices change, the net price to the Authority will automatically change in the same percentage as the discount rate to the Authority.

Cost Reductions: Any cost reductions to the vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. The Authority will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price is accepted by the Authority and the contract is amended, the invoice may be rejected and returned to the vendor for corrections.

Assignment of Personnel:

The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in its best interest and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited:

The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.

Contract Service

Standards:

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7. NOTICE TO PROCEED

The vendor shall not ship any product without an approved and signed Purchase Order and "Notice to Proceed" from the authorized DeKalb Housing Authority staff.

8. PAYMENT

All invoices to the Authority shall be itemized in the following manner:

1. Date of invoice;
2. Date of delivery;
3. Delivery location;
4. AMP# (if applicable);
5. AMP Superintendent or Property Administrator (if applicable);
6. Purchase order number;
7. Part(s);
8. Serial Number;
9. Quantity;
10. Unit Price;
11. Extension;
12. Discount;
13. Sales Tax; and
14. Total Price.

EXHIBIT A

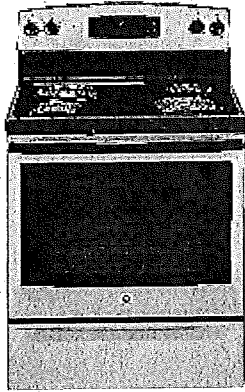
Specifications

RFP #16-036- Gas & Electric
Ranges

GE® 30" Free-Standing Electric Range



Model# JB255GJSA



- 5.0 cu. ft. oven capacity - Enough room to cook an entire meal at once
- Self-clean oven - Cleans the oven cavity without the need for scrubbing
- Coil heating elements - Provide even heat and easy cleanup
- Dual-element Bake - Upper and lower elements produce even heat and great results
- Removable full-width storage drawer - Store cookware or kitchen accessories

FEATURES

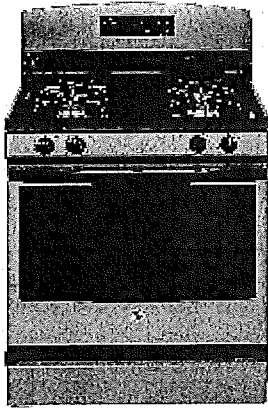
Configuration	Range with Storage Drawer
Cooking Technology	Traditional
Cooktop Burner Type	Coil
Cooktop Surface	One-Piece Upswept Porcelain-Enamel
Control Location	Backsplash
Element - Left Front	6" 4-tum 1500W
Element - Left Rear	8" 5-tum 2600W
Element - Right Front	8" 5-tum 2600W
Element - Right Rear	6" 4-tum 1500W
Control Type	Digital Temperature Display Electronic Touchpads
Removable One-Piece Drip Bowls	Black
Cooking System	Traditional
Heating Element "ON" Indicator Light	1
Interior Oven Light	1 Incandescent
Lift-Up Cooktop With Support Rods	Yes
Oven Cleaning Type	Self-Clean
Oven Control Features	Audible Preheat Signal Auto Oven Shut-Off with Override Auto Self Clean Certified Sabbath Mode Control Lock Capability Delay Bake Option (Time Bake) Delay Clean Option Electronic Clock & Kitchen Timer Hi / Low Broil Oven "ON" Light Self-Clean Cool Down Time Display Self-Cleaning Cycling Light
Oven Features	4-Pass Bake Element 4-Pass Broil Element
Oven Rack Features	2 Oven Racks 6 Rack Positions
Storage Drawer Features	Removable Full-Width

Have more questions? Please contact 1-800-626-2005

GE® 30" Free-Standing Gas Range



Model# JGBS60GEFSA



- 12,500 BTU burner - Quickly produces high heat
- Precise Simmer burner - Delicate foods don't burn with low, even heat
- Sealed cooktop burners - Contains spills and make cleaning quick and easy
- Standard clean oven - Smooth surface and rounded corners make clean-up quick and easy
- 4.8 cu. ft. oven capacity - Enough room to cook an entire meal at once

FEATURES

Configuration	Range with Broiler Drawer
Ignition System	Electronic
Oven Cleaning Type	Standard Clean
Cooktop Burner Type	Sealed
Cooktop Surface	One-Piece Upswept Porcelain-Enamel Black
Burner - Left Front	9,500 BTU
Burner - Left Rear	9,500 BTU
Burner - Right Front	12,500 BTU
Burner - Right Rear	5,000 BTU Precise Simmer
Cooktop Burner Grate Material	Heavy Steel
Control Type	Electronic Touch
Oven Control Features	Audible Preheat Signal Auto Oven Shut-Off Certified Sabbath Mode Delay Bake Option Electronic Clock and Timer Hi / Low Broil Oven Control Lock Capability
Cooking Technology	Traditional
Fuel Type	Natural Gas (factory set)
Interior Oven Light	1 Incandescent
One-Piece Drip Pans	Optional Accessory
Oven Rack Features	2 Oven Racks 6 Embossed Rack Positions
Slide - Out Broiler Drawer	Yes

Have more questions? Please contact 1-800-626-2005

EXHIBIT B

Bid Form

RFP #16-036- Gas & Electric
Ranges

**Housing Authority of
the County of DeKalb
RFP NO. #16-036
BID FORM
(Page 1 of 3)**

Instructions: Bidders may opt to bid for either or both appliances. By completing the table(s) below, the Authority will recognize and accept it as a bid for the respective appliance. The bid price will include the item, delivery, installation, testing, and removal of all packaging. Please assume a third floor delivery of a (3) three story building without a working elevator.

GAS RANGE

	GE 30" Gas Free Standing Range Black/Silver	Minimum Quantity	Total Bid Price (Unit Cost x Quantity)
1. Manufacturer #	JGBS60GEFSA		
2. Alternative Equal Brand Must attaché specification with bid.			
3. Alternative Equal Brand Manufacturer #			
4. Manufacturer's List Price			
5. Discount off of Manufacturer's List Price			
6. Unit Bid Price		40	

**Housing Authority of the
County of DeKalb
RFP NO. #16-036
BID FORM
(Page 2 of 3)**

Instructions: If bidding for the gas ranges, the bidder must complete the tables below for compatible gas flex lines and ball valves.

Electric RANGE

	GE 30" Electric Free Standing Range Black/Silver	Minimum Quantity	Total Bid Price (Unit Cost x Quantity)
1. Manufacturer #	JB255GJSA		
2. Alternative Equal Brand Must attaché specification with bid.			
3. Alternative Equal Brand Manufacturer #			
4. Manufacturer's List Price			
5. Discount off of Manufacturer's List Price			
6. Unit Bid Price		14	

**Housing Authority of the
County of DeKalb
RFP NO. #16-036
BID FORM
(Page 3 of 3)**

For informational purposes only. Insert unit price to remove and dispose an existing appliance during the installation.

REMOVAL AND DISPOSAL OF APPLIANCE

	Quantity	Per Unit	Total Bid Price
1. Electric Range and accessories	14	1	
2. Gas Range and accessories	40	1	

The undersigned having examined the specifications, and being familiar with all of the conditions surrounding services of the proposed project; hereby proposes to furnish and deliver the goods in strict accordance with Housing Authority of the County of DeKalb specifications and contract requirements. Any additional costs or alterations to this bid form will not be accepted. **Project will be awarded to the lowest responsible, responsive bidder per appliance.**

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

EXHIBIT C

Qualifications Statement

RFP #16-036- Gas & Electric
Ranges

**HOUSING AUTHORITY OF THE COUNTY OF
DEKALB CONTRACT COMPLIANCE & GENERAL
SERVICES QUALIFICATIONS STATEMENT**

(Page 1 of 3)

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year.)

All questions must be answered, with responses clear and complete. Attach additional pages if needed.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Housing Authority of the County of DeKalb
Address: 310 N 6th Street
DeKalb, IL 60115

Submitted by: _____

Name: _____

Address: _____

Name of Project: **RFP #16-036 Gas and Electric Ranges**

Type of work/Location: Materials delivered to various sites in DeKalb/Sycamore,
Illinois

A. Organization

- How many years has your company been in business as a Vendor in the State of Illinois for the above type of work?

- How many years has your company been in business under its present business name in the State of Illinois?

- If your company is a corporation, answer the following:
 - i. Date of incorporation
 - ii. State of incorporation
 - iii. President's name
 - iv. Applicable business and trade licenses

**HOUSING AUTHORITY OF THE COUNTY OF
DEKALB CONTRACT COMPLIANCE & GENERAL
SERVICES QUALIFICATIONS STATEMENT**

(Page 2 of 3)

- If your company a partnership, answer the following:
 - i. Date of licensing
 - ii. Type of partnership
 - iii. Name(s) of general partner(s)
- If your company individually owned, answer the following:
 - i. Date of licensing
 - ii. Name of owner
- How many employees does your company currently employ?

B. Licensing

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

C. Experience:

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)
- Has your company ever failed to complete any work awarded to it?
 Yes No
- If yes, what was the name of the contract and what was the reason for default?

**HOUSING AUTHORITY OF THE
COUNTY OF DEKALB CONTRACT COMPLIANCE &
GENERAL SERVICES
QUALIFICATIONS STATEMENT**

(Page 3 of 3)

- Has your company ever refused to sign a contract after award of the bid?
 1 Yes 1 No

- If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?
 1 Yes 1 No

- If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.

- Has your company filed any law suits or requested within the last five years? If so, please list.

~~D. Bonding/Financial Information:~~

- Surety:

Not required for this project

- Name of bonding company:

- Name and address of agent:

- Upon request, will you complete a detailed financial statement and furnish any other information required by the Housing Authority of the County of DeKalb?

 1 Yes 1 No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Housing Authority of the County of DeKalb, verifying the declarations included in this Statement of Qualifications.

By: _____ Date: _____

Title: _____

EXHIBIT D

Profile and Certification Form

RFP #16-036- Gas & Electric
Ranges

**PROFILE OF FIRM FORM
(Exhibit D)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in Illinois; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

 Signature Date Printed Name Company

**PROFILE OF FIRM FORM
(Exhibit D)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (8) Federal Tax ID No.: _____
- (9) State of Illinois Business License No.: _____
- (10) State of Illinois License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm or any principal ever been debarred from providing any services by the Federal Government, any state government, the State of Illinois, or any local government agency within or without the State of Illinois? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

EXHIBIT E

Sub-Contractor Form

RFP #16-036- Gas & Electric
Ranges

SUBCONTRACTOR LIST

RFP No. 16-036

(PAGE 1 OF 2)

The Authority requires all bidders to identify subcontractors* proposed as part of this bid. Failure to provide all the information herewith requested may result in rejection of the bid.

Subcontractor	Classification	Amount	License No.	Ownership (check)		
				MBE	WBE	LBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

(Attach additional pages if necessary.)

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

LBE - Local Business Enterprise (Offices located within the DeKalb city limit)

**List Sub-Contractors for work in excess of 1 percent of Bidders total bid [Reference: Illinois Public Contract Code Section 4104(a)(1)].*

SUBCONTRACTOR LIST

RFP No. 13-038

(PAGE 2 OF 2)

The Authority requires all bidders to identify work that is **not to** be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the bid.

Classification! Type of Work	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Date _____

Name of Bidder _____

By _____

By _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

EXHIBIT F

HUD-5369-C
Certifications and
Representations of
Offerors- Non-
Construction

RFP #16-036- Gas & Electric
Ranges

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

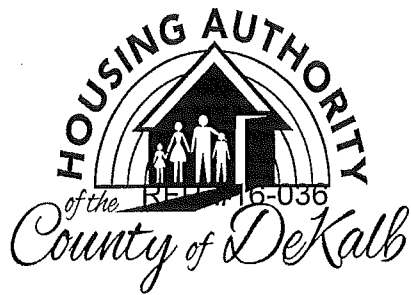
Typed or Printed Name:

Title:

EXHIBIT G

Addendum Acknowledgement

RFP #16-036- Gas & Electric
Ranges



Gas & Electric Ranges

Addendum #1

Date issued and released, March 4, 2016

Bidder hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____:_____

Date: _____

Acknowledgement of this Addendum must be included with your bid.

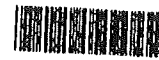
EXHIBIT H

HUD-5369-B
Instructions to
Offerors- Non-
Construction

. RFP #16-036- Gas & Electric
Ranges

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

EXHIBIT I

HUD-5370-C General
Conditions for Non-
Construction
Contracts- Section I

RFP #16-036- Gas & Electric
Ranges

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall 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.

EXHIBIT J

Housing Authority of
the County of DeKalb
Insurance
Requirements

RFP #16-036- Gas & Electric
Ranges

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract 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 by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability:

(Including operations,
products and completed
operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation and
Employer's Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence. |

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials,

*Housing Authority of the
County of DeKalb*

employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against the Authority and its respective commissioners, members, officers, agents and employees for losses arising from work performed by Contractor or for the Authority.

Claims Made Coverage. If General Liability and/or Errors and Omissions coverage are written on a claims-made form:

1. The "Retro 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 work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

*Housing Authority of the
County of DeKalb*

4. A Copy of the claims reporting requirements must be submitted to the Authority for review.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority. Exception may be made for the State Compensation Insurance Fund when not specially rated.

Verification of Coverage

Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

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

EXHIBIT K

Vendor Protests and Claims Procedures

RFP #16-036- Gas & Electric
Ranges

VENDOR PROTESTS AND CLAIMS PROCEDURES

Housing Authority of the County of DeKalb

VENDOR PROTESTS AND CLAIMS PROCEDURES

The following are the definitions of terms used in this section.

Definitions:

<i>OHA:</i>	The abbreviation for the Housing Authority of the City of DeKalb, Illinois, commonly known as the Housing Authority of the County
<i>Claim:</i>	The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (Form MM09501; hereinafter referred to as "Notice" or "the Notice") furnished by OHA (form attached).
<i>Contract Award Date:</i>	Date of Board Approval (if applicable) or Purchase Order Date
<i>Contracting Officer:</i>	The Executive Director of OHA or the person designated by the Executive Director in writing.
<i>Finding of Fact:</i>	Results of investigation of information presented.
<i>Posted Website Date:</i>	Date When Information was Posted on Website
<i>Protest:</i>	A written complaint about, or an objection to, an administrative or procurement action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MM0-9501) provided by OHA (form attached).
<i>Response to Solicitation:</i>	The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.
<i>Vendor:</i>	The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

Who May Submit A Protest or Claim:

Any person or entity that meets the definition of vendor as referenced above may submit a protest or claim.

This procedure applies to bidding procedures for amounts above the 'Small Purchase' threshold (> \$100,000). For Small Purchases (\$2,000- \$100,000), all complaints, protests, or claims will be referred to the Deputy Executive Director for resolution.

Vendor protests, claims, or disputes shall be resolved using the following procedures:

A. Protests After the Bid, Quote, or Proposal Opening, but Prior to Award of Contract:

1. Any protest or claim must be submitted in writing by the vendor on the *Notice of Protest or Claim form*. The form, along with any supporting documents, must be sent by certified, registered or overnight mail or delivered by a reputable delivery service with a delivery receipt to the following address:

HACD (Contract Compliance & General Services)
Housing Authority of the County of DeKalb
310 N 6th Street
DeKalb, IL 60115

2. *Under the Competitive (Sealed) Bids Process*: Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within five *business days* of the *bid opening date*.

Under the RFPs (Request for Proposals) Process: For RFPs where there is no bid opening, Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within *five business days* of the date on which the name of the Contractor has been released after the completion of the evaluation process or the "Posted Website Date". The 'Posted Website Date' is the date that HACD will post the selected Contractor as a result of the evaluation panel member decision. Please note that the selection of the final Contractor is contingent upon final board approval (if applicable) and/or all required documents have been received.

3. All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OHA contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

4. Immediately upon receipt of the vendor's notice, the Contracting Officer shall send the vendor an acknowledgement for receipt of the Notice. The Housing Authority of the County of DeKalb acknowledgement shall indicate if the Notice was filed within the required time period. A late notice is not eligible for consideration under this procedure and will be rejected

5. The vendor's protest, along with the tabulation sheet, scope of work of the solicitation, copies of responses received, and any other relevant documents, shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

6. Based upon the "Finding of Fact", the Contracting Officer may take any of the following actions or any other actions deemed to be appropriate and within the scope of statutory and regulatory requirements.

- (a) Determine that the protest is invalid.
- (b) Reject all responses to the solicitation.
- (c) Cancel or revise the solicitation.

The decision of the Contracting Officer shall be final.

B. Special Circumstances:

Board Approval: If the dollar amount of the lowest responsive, responsible bidder is above the amount threshold requiring approval by the Board of Commissioners, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding.

C. OHA Recordkeeping Requirement:

OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

NOTICE OF PROTEST OR CLAIM

All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OHA contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

This form must be completed with additional applicable documents attached.

CLAIMANT INFORMATION

Name of Claimant:	Date:	
Address:	Phone:	
Email:	Fax:	

COMPANY INFORMATION *(If different from above)*

Name of Company:	
Address:	Phone:

AGENT INFORMATION *(if Agent Filing)*

Name of Agent:	Date:	
Address:	Phone:	
Email:	Fax:	

Referenced (if applicable):

Bid/RFP No.:	
Project Description:	
Purchase Order No.:	
Invoice No.:	

REASON FOR CLAIM OR PROTEST: *(Attach copies of detail documents if any)*

(OHA Use Only)

Date Received:	Contracting Officer:
Notification:	Filing Date:
Comments:	