



INVITATION FOR BIDS TO FURNISH AND DELIVER OFFICE SUPPLIES  
TO THE  
MELVINDALE HOUSING COMMISSION

Dated: June 29, 2015  
Bid Opening: August 7, 2015 1:30 p.m.  
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3501 Oakwood Blvd.  
Melvindale, MI 48122

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Note: Sealed bids will be received in the Administrative Office of the Melvindale, 3501 Oakwood Blvd., Melvindale, MI 48122 until August 7, 2015 1:30 p.m. at which time they will be opened and recorded.

## Invitation to Submit Proposals

The Melvindale Housing Commission invites interested vendors to provide bids for office supplies. Deadline for submitting bids is August 7, 2015 at 1:30 p.m.

Interested and qualified firms that have successfully demonstrated their ability to perform comparable work are invited to submit proposals.

Interested vendors may obtain a bid package in person at 3501 Oakwood Blvd., Melvindale, MI 48122 or by contacting Cynthia C. Telfer via email at [ctelfer@melvindalehc.org](mailto:ctelfer@melvindalehc.org).

One signed original and one copy of the proposal must be submitted to the Melvindale Housing Commission (3501 Oakwood Blvd., Melvindale, MI 48122) no later than 1:30 p.m. on August 7, 2015. Proposals received after this deadline will not be considered.

The Melvindale Housing Commission reserves the right to reject any or all proposals, to waive any informality in the specifications or proposal process or to cancel in whole or in part this Request for Proposal if it is in the best interest of the Melvindale Housing Commission to do so.

## Table of Contents

Invitation to Submit Proposals	. . . . .	2
1. Introduction	. . . . .	5
2. General Information	. . . . .	5
A. Reservation of Rights	. . . . .	5
B. Bid Deadline and Opening	. . . . .	6
C. Mistakes in Bids	. . . . .	7
D. Conflict of Interest	. . . . .	7
E. Gratuities	. . . . .	7
F. Freedom of Information Act	. . . . .	8
G. Contract Award – Contractor Qualifications and Duties	. . . . .	8
H. Completion of Forms	. . . . .	9
I. Minority/Women and Disabled Veteran Business Enterprise Program	. . . . .	9
J. Discrimination	. . . . .	9
K. Ownership of Materials And Documents	. . . . .	9
L. Non-Disclosure	. . . . .	9
M. Payment Terms	. . . . .	10
N. Offeror’s Liability	. . . . .	10
O. Proposal Format and Submission Requirements	. . . . .	11
P. Proposal Evaluation	. . . . .	11
Q. Contract Time	. . . . .	11
3. General Conditions	. . . . .	12
A. MHC Set Conditions	. . . . .	12

B.	Assignment	. . . . .	13
C.	Subcontracting	. . . . .	13
D.	Independent Contractor	. . . . .	13
4.	General Specifications	. . . . .	13
A.	Purpose	. . . . .	13
B.	Scope of Services	. . . . .	13
C.	Pricing	. . . . .	14
D.	Service	. . . . .	14
E.	Ordering	. . . . .	15
F.	Delivery	. . . . .	15
G.	Returns and/or Exchanges	. . . . .	15
H.	Insurance	. . . . .	16
I.	Indemnification	. . . . .	17
J.	Warranties	. . . . .	18
5.	Mandatory Contract Clause	. . . . .	21
	Attachment A – HUD 5369B	. . . . .	22

**SUBMIT WITH YOUR PROPOSAL:**

Proposal Form	(Attachment B)	. . . . .	23
Bid Form	(Attachment C)	. . . . .	24
Legal Status of Bidder	(Attachment D)	. . . . .	26
Profile of Firm	(Attachment E).	. . . . .	27
Reference Form	(Attachment F)	. . . . .	28
Certification for Section 3 Business	(Attachment G)	. . . . .	29
HUD form 5369-A	(Attachment H)	. . . . .	30

## 1. Introduction

The Melvindale Housing Commission (MHC) is currently soliciting sealed proposals through a competitive bidding process for furnishing and delivery of Office Supplies. Deadline for submitting proposals is August 7, 2015 at 1:30 p.m.

Interested and qualified firms that have successfully demonstrated their ability to perform comparable work are invited to submit proposals.

Respondents are expected to examine the complete ITB document and all attachments. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications or otherwise advise the MHC if any language, specifications or requirements of the RFO appear to be ambiguous, contradictory, and/or arbitrary or appear to inadvertently restrict or limit the requirements stated in the ITB to a single source.

Any and all communication from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to Cynthia C. Telfer, Executive Director/Procurement Officer.

The ITB document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this ITB or its addenda shall be binding on the Melvindale Housing Commission. No employee of the Melvindale Housing Commission is authorized to interpret any portion of this ITB or give information as to the requirements of the ITB other than Cynthia C. Telfer.

The Melvindale Housing Commission will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration or any other costs associated with or incurred in reliance on proposal creation. All such costs are the responsibility of the Vendor.

**Please give special attention to attachments A and B. These are standard HUD forms that contain important information pertaining to bidding and contract requirements for Public Housing Programs. To avoid redundancy, most of the instructions contained in these HUD documents are not repeated in the body of the ITB and are the Offeror's responsibility to read and adhere to.**

## 2. General Information

### A. Reservation of Rights

- 1) MHC reserves the right to reject any or all proposals, to waive any informality in the specifications or proposal process or to cancel in whole or in part this Request for Proposal if it is the best interest of the MHC to do so. In the event of conflict between the unit price and extended price, unit price shall prevail.

- 2) MHC reserves the right not to award a contract pursuant to this ITB
- 3) MHC reserves the right to retain all proposals
- 4) MHC reserves the right to reject and not consider any proposal that does not meet the requirements of this ITB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 5) MHC shall have no obligation to compensate any proposer for any costs incurred in responding to this ITB.
- 6) MHC reserves the right at any time during the ITB or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not confirm to any of the requirements detailed herein.

**B. Bid Deadline and Opening**

All proposals must be submitted by August 7, 2015 no later than 1:30 p.m. to Cynthia C. Telfer, Executive Director at Melvindale Housing Commission, 3501 Oakwood Boulevard, Melvindale, MI 48122. **Proposals must be submitted in a sealed envelope marked, “Office Supplies”.**

Bids must reach the MHC no later than 1:30 p.m. on August 7, 2015. It is the sole responsibility of the bidder to submit their proposal “on time” before the bid deadline.

All bids received by the deadline will be opened publicly and read aloud in the Conference Room of the MHC at 1:35 p.m. NO COMMITMENT WILL BE MADE TO ANY BIDDER AT THE BID OPENING.

MHC staff designated to conduct the bid opening shall read aloud each bidders name and bid price. All bids received shall be recorded on a tabulation of bids, and then made available for public inspection.

Bids shall be evaluated and the award made in writing to the lowest responsive and responsible bidder. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method unless otherwise provided by Michigan law.

If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost or price analysis.

**C. Mistakes in Bids**

Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or facsimile notice received in the office designated in the ITB prior to the time set for bid opening.

After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid price actually intended.

- 1) A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
- 2) All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Executive or their designee. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the MHC or fair competition shall not be permitted.
- 3) The Executive Director or designee may waive any irregularity if it is determined the waiver is in the best interest of the MHC.

**D. Conflict of Interest**

No Melvindale Housing Commission employee or agent whose position within the agency enables him/her to influence the selection of a Supplier for this ITB, or any competing ITB, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

**E. Gratuities**

It is improper for any Melvindale Housing Commission officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Melvindale Housing Commission's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Melvindale Housing Commission officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

**F. Freedom of Information Act**

This contract and all information submitted to the MHC by a Vendor and bidders is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq. MHC shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law.

The Proposer(s) must specifically label only those provisions of the proposal which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this ITB, the Proposer shall be deemed to have agreed to indemnify and hold harmless MHC for any liability arising from or in connection with MHC's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this ITB which have been marked "Trade Secret," "Confidential," or "Proprietary."

**G. Contract Award - Contractor Qualifications and Duties**

The contract will be awarded, if at all, to the most responsible, responsive offeror based on the evaluation process. Insurance certificates must be received prior to contract execution.

The MHC will not award any contract until the prospective contractor has been determined to be responsible. A responsible bidder/offeror must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls and technical skills or the ability to obtain them;
- (f) Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation.



A determination of non-responsibility will be a matter of judgment on the part of the MHC, given the preponderance of evidence. If the facts indicate that the bidder/offeror fails to meet the requirements for responsibility, the Executive Director shall document the finding or fact that led him/her to make the determination.

**H. Completion of Forms:**

Each proposal must give the full business address of the offeror and be signed with offeror's usual signature. Proposals by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Proposals by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, offerors shall furnish satisfactory evidence to the MHC of the officer signing on behalf of the corporation or partnership.

**I. Minority/Women and Disabled Veteran Business Enterprise Program:**

Offerors claiming status as a certified MBE/WBE or DVBE must also submit current State of Michigan certificates. Offerors doing business with State agencies, including the Commission, intending to use subofferors are required to make "good faith efforts" to subcontract with minority-, women- and disabled veteran-owned businesses. Supplementary information may be requested of offerors regarding efforts made to meet the intent of the State's Equal Opportunity Program.

**J. Discrimination:**

The Melvindale Housing Commission does not discriminate on the basis of sex, race, color, creed, nationality, age, religion or handicap. The Melvindale Housing Commission strongly encourages certified Minority-, Women- and Disabled Veteran-owned businesses to bid.

**K. Ownership of Materials and Documents:**

Any and all documents prepared by the Offeror shall be the property of the Commission from the moment of their preparation, and the Offeror shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Offeror shall have the right to make duplicate

copies of such materials and documents for his own file or for other purposes as may be authorized in writing by the Commission.

**L. Non-Disclosure:**

Any reports, investigations, materials, and documents prepared or acquired by the Offeror pursuant to this Contract (including any duplicate copies kept by the Offeror) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Offeror shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

**M. Payment Terms**

The successful Vendor shall submit individual itemized invoices for payment for each order placed by the Melvindale Housing Commission. Melvindale Housing Commission will make payment to the successful Vendor within thirty (30) days after the receipt of invoice and satisfactory delivery of product.

Each order shall be invoiced individually. Invoice shall include product number of each item, description, quantity ordered, contract unit price, extended price and total invoice. Electronic invoicing is acceptable if desired.

**N. Offeror's Liability:**

- (a) The Offeror shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- (b) Offeror shall indemnify and hold harmless the Housing Commission and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
  - 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Offeror, its employees or its agents; or
  - 2) For any breach of any obligations, duties or covenants of Offeror under this Contract or transactions related to it.

**O. Proposal Format and Submission Requirements**

Proposal submissions must include all required forms as noted below:

- Proposal Form
- Legal Status of Bidder
- Profile of Firm
- Bid Form
- Three references for whom proposer has furnished similar work
- HUD 5369A – Representations, Certifications and Statements

**P. Proposal Evaluation**

From the total information requested, determination will be made of the prospective Contractor’s ability to provide the products and services outlined to the Melvindale Housing Commission. All information that is requested in this document should be included as a part of the Respondent’s proposal. Evaluation points are the maximum number of points that can be assigned to a Bidders proposal. Award of the contract will be granted to the Bidder who receives the most points possible.

Mandatory Requirements – the first step is a determination of whether a Bidder meets the mandatory requirements. Mandatory requirements will be evaluated on a pass-fail basis. Only those Bidders who meet the mandatory requirements will be considered further. All forms listed on Page 4 of this document must be submitted, complete to meet the mandatory requirements.

Evaluation of each proposal shall be made based on the following criteria:

• Mandatory Requirements	Pass / Fail
• Qualifications and references (ability to meet the needs of the MHC/ capacity to perform)	40
• Price	60
• Minority/Female Owned Business	5

**Q. Contract time**

Time is of the essence under this agreement as to each provision in which time of performance is a factor.

### 3. GENERAL CONDITIONS

#### A. MHC sets the following conditions:

- (a) Proposals may be withdrawn by written, certified mail to the MHC, 3501 Oakwood Blvd., Melvindale, MI 48122, prior to the proposal deadline date. Negligence on the part of the vendor in preparing the proposal confers no right of withdrawal or modification of the proposal after the proposal deadline has elapsed.
- (b) All proposals should be firm and not subject to change by the vendor for a period of ninety (90) days from the proposal deadline date.
- (c) The MHC reserves the right to request an interview with any and/or all of the responders in order to finalize any decisions.
- (d) The MHC will consider non-responsive any submittal that lacks critical information or deviates substantially from the ITB requirements.
- (e) The MHC reserves the right to request additional information from any responder after the submittal deadline.
- (f) Any solicitation or lobbying directed at any MHC staff or Board of Commissioners or agent is prohibited and may be grounds for the disqualification of the proposal.
- (g) The responder shall state the earliest possible start date from contract execution date.
- (h) The signer of the proposal *must* have the requisite authorization to commit the applicant and to conduct negotiations or discussions if deemed necessary by the MHC.
- (i) All contracts must be approved by the Executive Director and may also require approval by the MHC Board of Commissioners and HUD.
- (j) The MHC reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Melvindale Housing Commission.

**B. Assignment**

The Vendor may not assign this Contract without the prior written consent of the Melvindale Housing Commission.

**C. Subcontracting**

Vendor may not subcontract the work to be performed without prior written consent of the Melvindale Housing Commission. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

**D. Independent Contractor**

Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the Melvindale Housing Commission. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

**4. General Specifications**

**A. Purpose**

The Melvindale Housing Commission is a federally funded agency falling under the procurement requirements of federal procurement standards. As such, MHC is expected to procure quality goods and services at the lowest, most cost effective price available. We are seeking a price for the most typical office purchases with an estimate of the quantity expected to be purchased on annual basis.

**B. Scope of Services**

The Vendor will be required to provide and/or furnish all supplies and services necessary to ensure the availability of prompt delivery. Based in past usage, the Melvindale Housing Commission has included a list of General Office Supplies with anticipated quantities. This is an estimate only and does not constitute a purchase amount guarantee on the part of the Melvindale Housing Commission.

An executed contract will be considered to be “Non-Exclusive”. The Melvindale Housing Commission reserves the right to purchase office supplies and equipment

from other suppliers as may be in the best interest of the Melvindale Housing Commission.

No catalog number or brand name has been specified unless done so as an example, or in the case of specific equipment such as printers. It is the Melvindale Housing Commission's desire to purchase toner made for the specific manufacturer as noted in the list.

All products being Bid by Bidders shall be certified as new and unused.

**C. Pricing**

Proposals shall identify the frequency details for allowed price adjustments for all items. If the awarded contract allows for additional promotional allowances, manufacturer's rebates or "time discounts" for prompt payments, those should be identified. It should also be identified if no additional allowances are provided.

Price Stability Guarantee - For the first six months of the Agreement, the Vendor must guarantee to provide the Products at the proposed rates. The Vendor can propose price increases or decreases after the above stated time period.

Bid pricing must reflect Net 30 payment terms, including applicable F.O.B. Delivered/Destination shipping and handling charges. Bidders should offer the unit of measure closest to the bid specification. Refer to Response for suggested package sizes.

Taxes Excluded from Price

In compliance with the regulations of the Michigan Sales Tax Commission, no Sales Tax is to be included in any Bid; also no Use Tax, Sales Use, or Federal Excise Tax is to be included in any Bid or resulting Contract pricing, as the MHC is a tax exempt entity. Tax exempt certificate will be provided upon request.

**D. Service Capabilities – Communication and Contract Management**

Bidders shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Bidders must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. This information shall be provided through the Vendor Portal.

**E. Ordering**

Bidders shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order.

The Vendor shall provide a state-wide toll-free phone number for phone orders. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

**F. Delivery**

Bidders shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order.

The Vendor shall provide a state-wide toll-free phone number for phone orders. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

Special Delivery Options -MHC is interested in both a standard delivery program and a quick ship program. Please identify the delivery time(s) associated with delivery option(s), as well as any quantity and other limitations for the quick-ship option.

**G. Returns and/or Exchange of Merchandise**

Your company's policy must be submitted as part of the Agreement. Dead On Arrival (DOA) units will be replaced or repaired under warranty, based upon the MHC's request, without cost to the customer including the return shipping. Filing damage claims will be the Vendor's responsibility after notification by customer. We suggest that companies include instructions for customers that detail return policies and processes and whom they need to contact regarding DOA and transit-damaged items. A restocking fee may only be charged on products ordered and that have been delivered. Restocking fees in excess of 15 percent will not be allowed. Restocking fees may be waived at the option of the Vendor.

Vendor agrees that Products shipped in error will be returned at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered, it is the responsibility of the Vendor to pay for return mail or shipment, at the convenience of the customer.

## H. Insurance

### *Liability Insurance*

- (a) The following apply to all insurance requirements:
- (i) MHC, at its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
  - (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, MHC. is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
  - (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without MHC.'s approval, MHC may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. MHC may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (b) The Contractor must:
- (i) Provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect MCH from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
  - (ii) Waive all rights against MHC. for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
  - (iii) Ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by MHC.
  - (iv) Obtain insurance, unless Melvindale Housing Commission approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Melvindale Housing Commission. All policies of insurance must be issued by companies that have been approved to do business in Melvindale Housing Commission.
  - (v) Maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made



Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

- (vi) Pay all deductibles.

## **I. Indemnification**

### *General Indemnification*

To the extent permitted by law, the Contractor must indemnify, defend, and hold Melvindale Housing Commission harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### *Employee Indemnification*

In any claims against Melvindale Housing Commission, its officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts.

This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### *Continuing Obligation*

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**J. Warranties**

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
- (b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Melvindale Housing Commission by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Melvindale Housing Commission. the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Melvindale Housing Commission, nor their use by Melvindale Housing Commission, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Melvindale Housing Commission (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Melvindale Housing Commission or its designees, or afford Melvindale Housing Commission the benefits of, any manufacturer's warranty for the Deliverable(s).
- (e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Melvindale Housing Commission or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Melvindale Housing Commission about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of

Melvindale Housing Commission would be influenced. The Contractor must not attempt to influence any Melvindale Housing Commission. employee by the direct or indirect offer of anything of value.

- (i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other bidder before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by the Contractor to Melvindale Housing Commission. in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.
- (l) All written information furnished to Melvindale Housing Commission by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.
- (m) It will immediately notify Melvindale Housing Commission Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

*Warranty of Merchantability*

The Deliverable(s) provided by the Contractor must be merchantable.

*Warranty of Fitness for a Particular Purpose*

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

*Warranty of Title*

The Contractor must convey good title to any Deliverable(s) provided to Melvindale Housing Commission. All deliverable(s) provided by the Contractor

must be delivered free from any security interest, lien, or encumbrance of which Melvindale Housing Commission., at the time of contracting, has no knowledge. deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

*Consequences for Breach*

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 4 J-Warranties, the breach may be considered a material default.

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

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

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

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

### **Procurement of Recovered Materials**

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the 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.

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

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

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

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer

Attachment A –

HUD 5369-B

Instructions to Offerors: Non-Construction

# 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:]



**PROPOSAL FORM**  
**Attachment B**

Melvindale Housing Commission  
3501 Oakwood Blvd.  
Melvindale, MI 48122

The undersigned, as Bidder, hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined indexed items in the Invitation to Bid and understands all the same. The Bidder declares that he or his representative has made a personal investigation at the site and of the work herein proposed and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that he has not received or relied upon any representations or warrants of any nature whatsoever from the Melvindale Housing Commission, its agents or employees, and that this bid is based solely upon the Bidder's own independent business judgment.

The undersigned hereby proposes to perform all work described in the Scope of Work and Specifications, including any Addenda issued thereto, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work herein described in strict accordance with all terms of the Contract of which this Proposal is one part.

The undersigned agrees to contract for said work and to furnish the all necessary Insurance Certificates within seven (7) days after being notified of the acceptance of his Bid.

If this Proposal is accepted by the Melvindale Housing Commission and the Bidder fails to contract as aforesaid and to furnish the required Insurance Certificates with seven (7) days after being notified of the acceptance of this Bid, then the undersigned shall be considered to have abandoned the Contract and the Melvindale Housing Commission will execute a contract with the next responsive bidder or re-bid the work.

In submitting this Bid, it is understood that the right is reserved by the Melvindale Housing Commission to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner deemed in the best interest of the Melvindale Housing Commission.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Telephone Number

ITB for Office Supplies

**ATTACHMENT C – Bid Form**

NAME OF BIDDER \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

General Office Supplies

Description	Unit	Quantity	Unit Price	Extended Price
AT-A-GLANCE® 30% Recycled 13-Month Weekly Appointment Book, 8 1/4" x 10 7/8", Black, January 2016-January 2017 (or comparable brand)	Ea	10		
AT-A-GLANCE® Monthly Wall Calendar, Vertical, 15" x 12", 30% Recycled (or comparable brand)	Ea	1		
Security Tint Window Envelopes #10 Business (right window)	Bx / 500	11		
Standard Business Return/Reply Envelopes; #9 Without Window, 500/Box	Bx / 500	10		
Envelopes 9" x 12" Clasp; Brown	Bx	1		
Envelope; 10 x 13 Clasp; Brown	Bx	1		
Storage Boxes, Basic Strength, 10"H x 12"W x 15"D, Letter/Legal Size, Pack Of 10	Pack	3		
Binder Clips, Medium, 1 1/4" Wide, 5/8" Capacity, Black, Box of 12	Box	10		
Binder Clips, Large, 2" Wide, Black, Box Of 12	Box	10		
Binder Clips, Small, 3/4" Wide, 3/8" Capacity, Black, Box of 12	Box	5		
Ruled Pad 8-1/2x11"; Wide Ruling, Canary, 50 Sheets/Pad (12 pack)	Pack	2		
Ruled Pad 5x8"; Wide Ruling, White, 50 Sheets/Pad (12 pack)	Pack	1		
Standard Manila File Folders; 1-Ply, 1/3-Cut, Letter Size	100 / box	5 boxes		
Standard Manila File Folders; 1-Ply, 1/3-Cut Assorted Tabs, Legal-size	100 / box	5 boxes		
Colored Pressboard 25-pt Classification Folders; with (6 fasteners) Standard Dividers; Legal, 2/5 tab cut	10/ box	10 boxes		

ITB for Office Supplies

Standard-Grade Wood Case Pencils; #2 with eraser	Bx – 1 doz	2 boxes		
Mechanical Pencils; .7mm, Black, 24/Pack	Pack	2		
Self-Stick Sticky Notes in Yellow; 1-1/2 x 2"	12 pack	3		
Self sticky Notes in Yellow, 3" x 3", 12 Pads/Pack	12 pack	3		
Self sticky Notes in Yellow, 4" x 6", 12 Pads/Pack	12 Pack	3		
White-Out Correction Tape	Each	24		
3-Hole Punch	Each	2		
Paper Clips, Jumbo, Silver, 100 Clips Per Box	Box	12		
Paper Clips, No. 1 Regular, Silver, 100 Clips Per Box,	Box	12		
Transparent Tape, 1" Core, 3/4" x 1,296", Pack Of 6	Pack	5		
Xerox® Phaser™ 6500 High-Yield Black Toner Cartridge (XER106R01597)	Each	1		
Xerox® 106R01592 Magenta Toner Cartridge	Each	1		
Xerox® 106R01591 Cyan Toner Cartridge	Each	1		
Xerox® 106R01593 Yellow Toner Cartridge	Each	1		
HP Laser Jet Black 15X Toner Cartridge	Each	2		
Brother TN420 Black Toner Cartridge	Each	2		
Brother TN720 Black Toner Cartridge	Each	6		
Marker, PERM, Black, chisel	Each	12		
Electronics Compressed Gas (Dust and lint remover)	Can (each)	3		
Metal Ring Key Tags	Pack	2		
Staples, 1/4" Standard, Full Strip, Box Of 5,000	Box	3		
Heavy-Duty Staples, 1/2", Box Of 1,000	Box	1		
Thermal Rolls for Cash Register	Pack	1		
Carbonless Sales Book (receipt book)	Pack	4		
Copy paper; 92 Brightness; 8 ½ x 11" 20 lb weight	Case	50		
Copy paper; 92 Brightness; 8 ½ x 14" 20 lb weight	Case	1		
Copy paper 92 Brightness 11 x 17" 20 lb weight	Ream	5		

**LEGAL STATUS OF BIDDER  
Attachment D**

**(The Bidder shall fill out the appropriate form and strike out the other two.)**

Bidder declares that it is:

\*A corporation organized and doing business under the laws of the state of

\_\_\_\_\_, for whom \_\_\_\_\_, bearing the office

Title of \_\_\_\_\_, whose signature is affixed to this proposal, is  
authorized to execute contracts.

\*A partnership, list all members and the street and mailing address of each:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

---

\*An individual, whose signature with address, is affixed to this proposal: \_\_\_\_\_

(initial here)

**ATTACHMENT E - PROFILE OF FIRM**

- (1) Name of Firm: \_\_\_\_\_
- (2) Address, City, State, Zip: \_\_\_\_\_
- (3) Telephone \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
- (4) Diversity Statement: Please check all that apply to the ownership of this firm.
- Public Held Corporation     Government Agency     Non-Profit     Partnership     Solely Owned  
 Woman owned     Disabled veteran     Minority (African American, Native American, Hispanic American, Asian Pacific or Asian/Indian American)
- (5) Federal Tax ID Number: \_\_\_\_\_
- (6) Business License No: \_\_\_\_\_ State: \_\_\_\_\_
- (7) **Debarred Statement:** Has this firm or any principal(s) ever been debarred from providing services by the Federal Government, any state government or any local government agency? \_\_\_yes \_\_\_ no  
(If yes, please attach a full detailed explanation, including dates, circumstances and current status)
- (8) **Disclosure Statement:** Does this firm or any principals thereof have any current or past or professional relationship with any Commissioner or officer of the Melvindale Housing Commission? \_\_\_yes \_\_\_ no  
(If yes, please attach a full detailed explanation, including dates, circumstances and current status)
- (9) **Non-Collusive Affidavit:** The undersigned part submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, or connived or agreed, directly or indirectly with any proposer or person to put in a sham proposal or bid or to refrain from proposing or bidding, and had not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the proposal or bid price of affiant or of any other proposer or bidder or to secure any advantage against the Melvindale Housing Commission or any person interested in the proposed contract; and that all statements or bids are true.
- (10) **Verification of 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 MHC discovers that any information entered herein is false, that shall entitle the MHC to not consider or make or to cancel any award with the undersigned party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ITB for Office Supplies

**Attachment F  
Reference Form**

Please provide a list of a minimum of three (3) references from previously completed, similar work, within the past five (5) years.

1) \_\_\_\_\_ \$ \_\_\_\_\_  
Firm Contract Cost Duration of Contract

\_\_\_\_\_  
Contact Name Phone Number

2) \_\_\_\_\_ \$ \_\_\_\_\_  
Firm Name Contract Cost Duration of Contract

\_\_\_\_\_  
Contact Name Phone Number

3) \_\_\_\_\_ \$ \_\_\_\_\_  
Firm Name Contract Cost Duration of Contract

\_\_\_\_\_  
Contact Name Phone Number



**Attachment H –  
HUD 5369-A**

**Representations, Certifications, and Other Statements of Bidders**

**Public and Indian Housing Programs**



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

(2) (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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

#### 5. Bidder's Certification of Eligibility

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

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

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)