



## REQUEST FOR QUOTATION (RFQ)

RFQ NO. 2017-001

Date: 04/04/2017

**Project Description: Weed Abatement & Site Clearance at Multiple Vacant Lots**  
**Locations: Multiple Locations (Western Riverside County)**

### RFQ INFORMATION AT A GLANCE

CONTACT PERSON FOR QUESTIONS/INTERPRETATIONS:	Robert Lane, Contracting Coordinator Housing Authority - Procurement 5555 Arlington Ave. Riverside, CA 92504 Phone: (951) 343-5439 / Fax: (951) 688-6873 Email: <a href="mailto:rlane@rivco.org">rlane@rivco.org</a>
HOW TO OBTAIN THE RFQ DOCUMENTS:	1. Access <a href="http://www.harivco.org">www.harivco.org</a> 2. Scroll down and select: RFQ 2017-001: Weed Abatement & Site Clearance at Multiple Vacant Lots 3. Download the RFQ
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A QUOTE:	Quoter's must submit proposed pricing where provided on the last page of this form (Form of Quote form) only. The HACR will accept the executed Form of Quote form in person, by fax, email (preferred – scanned as a .pdf file) or by US Mail ONLY. The HACR will NOT accept proposed pricing verbally or by telephone.
LOCATIONS:	Multiple Vacant Lots in Western Riverside County
RFQ DEADLINE (DUE DATE)	<b>April 20, 2017 at 4:00 PM</b>
<b>NOTE: HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!</b>	<b>Notices of any such decisions or modifications will be located at: <a href="http://www.harivco.org">www.harivco.org</a></b>

**INTRODUCTION:** The HACR is seeking quotes from qualified, licensed and bonded entities to provide weed abatement and site clearance services at multiple vacant lots in western Riverside County.

The selected Contractor shall furnishing all labor, material, equipment, tools, supplies, services and incidentals, and perform all work necessary for the weed abatement and site clearance.

1.0 **HACR CONTACT:** All questions pertaining to this RFQ shall be addressed to Robert Lane (hereinafter, the Contracting Coordinator or CC), 5555 Arlington Avenue, Riverside, CA 92504, Telephone: (951) 343-5439; Email: [rlane@rivco.org](mailto:rlane@rivco.org)



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- 2.0 **APPLICABILITY:** By submitting a quote to the HACR, the firm or individual doing so (hereinafter, "the Quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the Form HUD-5370-C Section II (01/2014), *General Conditions for Non-Construction Contracts*, which is incorporated herein by this reference.
- 3.0 **HACR RESERVATION OF RIGHTS:**
- 3.1 Reject any or all quotes, to waive any informalities in the RFQ process, or to terminate the RFQ process at any time, if deemed by the HACR to be in the best interest of the HACR, in its sole and absolute discretion;
- 3.2 Terminate a contract awarded pursuant to this RFQ at any time for its convenience upon delivery of a written notice within ten (10) calendar days to the apparent or successful Quoter;
- 3.3 Determine the days, hours and locations that the successful Quoter shall provide the items or services called for in this RFQ;
- 3.4 Reject and not consider any quote that does not, in the opinion of the CC, meet the requirements of this RFQ, including but not necessarily limited to: incomplete quotes, offering of alternate items or services (not including "or equal" items), or non-requested items or services.
- 4.0 **QUOTER'S RESPONSIBILITY:** Each Quoter must carefully review and comply with all instructions provided herein, and those provided within any named attachments or addenda.
- 5.0 **CONTRACT PERIOD:** The HACR anticipates that it will initially award a contract for the period of one (1) year with the option, at the HACR's discretion, of one (1) additional one-year option period for a maximum total of two (2) years.
- 6.0 **DEADLINE:** Each Quoter shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the HACR reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CC, it is in the best interests of the HACR to do so, in his sole and absolute discretion.
- 7.0 **QUANTITIES (if applicable):** All quantities entered within the preceding table (if applicable) and within the corresponding pricing items are for calculating purposes only. As may be further detailed herein, the HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful Quoter), on a task order basis, any amount of services or items that the HACR requires during the ensuing contract period.



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This means that if the HACR decides that it is in its best interests to delete from the ensuing contract any quantities or work from the preceding table, then the HACR has the right, in its sole and absolute discretion, to do so at any time during the contract period.

- 8.0 **HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each Quoter thereby agrees to "hold" and not increase the proposed quote during the term of this solicitation and for ninety (90) days thereafter.
- 9.0 **CONTRACT AND AWARD CONDITIONS:**
- 9.1 **PURCHASE ORDER (PO):** The HACR will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a quote, the successful Quoter thereby agrees to confirm receipt of the PO in the manner directed by the HACR.
- 9.2 **AWARD CRITERIA:** If an award is completed pursuant to this RFQ, and unless otherwise instructed in writing by the CC, the award shall be made to the responsive and responsible Quoter that submits the lowest cost. The results of the solicitation will not be released until the contract is executed between the HACR and the lowest responsive and responsible Quoter.
- 9.3 **CONTRACT FORM:** By completing, executing and submitting the Form of Quote form, (last page), the proposer is thereby agreeing to "abide by all terms and conditions pertaining to this RFQ as issued by the HACR, in hard copy, including an agreement to execute the Sample Contract form or any other form substantially approved as to form and substance by HACR." A copy of the Sample Contract form will be made available to any Quoter upon written request.
- 9.4 **SCOPE OF WORK:** All Technical Specifications or Scope of Work listed within the subject HACR contract will generally be the same as listed within this RFQ's Technical Specifications or Scope of Work section (19.0). Any Quoter that believes the listed Technical Specifications or Scope of Work (Section 19.0) are unreasonable or incomplete shall address such issues with the HACR CC or designee, in writing during the solicitation period, prior to the posted quote/bid deadline. Once the quote/bid deadline has passed, revision of the specifications set forth will not occur (no negotiations after the quote/bid submittal deadline!).
- 9.5 **PROFESSIONAL SERVICES EXCLUSION:** Contracts for certain professional services are excluded from coverage by HUD-determined or HUD-adopted prevailing wage rates. Hourly rates charged by the Quoter must be reasonable and reflect fees that are normally charged within the Quoter's community.



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- 10.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HACR, may invalidate the quote submitted. Furthermore, the HACR shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this RFQ.
- 11.0 **QUOTE COSTS:** There shall be no obligation for the HACR to compensate any Quoter or prospective Quoter for any costs that he/she may incur in responding to this RFQ.
- 12.0 **ALL INCLUSIVE:** Each quoted sum submitted shall include all costs, including but not limited to: sales tax, shipping, delivery, recordation, reprographic, mailings, inspections, and/or completion or assembly of the specified product or services at the HACR site or location, as specified within this RFQ or on the PO issued. The HACR will not pay any additional costs above those quoted on the Form of Quote form.
- 13.0 **ASSIGNMENT OF PERSONNEL:** The HACR shall retain the right to demand and receive a change in personnel assigned by the successful Quoter to provide services to the HACR if the HACR believes that such change is in the best interest of the HACR and the completion of the work or provision of the items.
- 14.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The Successful Quoter shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the CC. Any purported assignment of interest or delegation of duty, without the prior written consent of the CC shall be void and may result in the cancellation of the PO or the contract with the HACR.
- 15.0 **RESERVED**
- 16.0 **RESERVED**
- 17.0 **LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but **not** as a part of the quote submission) the *Successful Quoter* will be required to provide the following proofs of insurance, **if applicable** to the Project and Quoter's profession and the Scope of Work to complete the Project:
- 17.1 **WORKERS' COMPENSATION:**  
If the Quoter has employees as defined by the State of California, the Quoter shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.



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### 17.2 **COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Quoter's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### 17.3 **VEHICLE LIABILITY:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Quoter shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insured.

### 17.4 **PROFESSIONAL LIABILITY:**

If Quoter is providing services or expertise that falls under a quasi-professional role, Quoter shall maintain Professional Liability Insurance providing coverage for the Quoter's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Quoter's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the performance period and Quoter shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Quoter has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

17.5 The Quoter shall possess all of the required state and local licenses, and certifications required to perform work of the type required by this RFQ in the ***State of California, and/or the County of Riverside.***

17.6 A copy of the Quoter's business license allowing that entity to provide such services within the ***State of California, and/or the County of Riverside.***

### 17.7 **LICENSE:**



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A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a **"C-27" – Landscaping Contractor** license, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.

### 18.0 DOCUMENTS THAT APPLY TO THIS RFQ:

18.1 Form of Quote form (last page);

18.2 Form HUD-5370-C Section II (01/2014), *General Conditions for Non-Construction Contracts*;

18.3 The HACR reserves the right to require the successful Quoter/contractor to utilize any form required by the HACR or the California Department of Industrial Relations to complete the required work and by submitting his/her quote each Quoter/contractor agrees to do so at no additional charge.

### 19.0 TECHNICAL SPECIFICATIONS OR SCOPE OF WORK (TS/SOW): The HACR is seeking bids from qualified, licensed and bonded entities to provide the following detailed weed abatement services at the sites listed in Attachment B:

19.1 The work under this Contract shall be performed within the County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the weed abatement and site clearance.

19.2 Clear vacant lots of all vegetation that is allowed by State and Federal law. This includes vegetation that may be green now but dries later.

19.3 Cut, clear and remove all weed, dead leaves, shrubs, brush, rubbish, refuse, tumbleweeds, and downed trees or tree limbs, throughout the entire property and areas adjacent to street (parkway, right-of-way areas, roadsides, easements, all edges and property line borders, as allowed by State and Federal law).

19.4 Trim trees to at least 8' above ground level.

19.5 Remove, abate and dispose of any debris, trash and miscellaneous materials.

19.6 Remove excess combustibles from the property.



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- 19.7 Ensure proper dumping of all components from the site.
- 19.8 If applicable, Contractor shall be responsible for obtaining any and all permits required and costs or fees for such permits as needed to complete this project.
- 19.9 Contractor shall provide a cleared site, free of all debris, contractor equipment, etc.
- 19.10 Parcels five (5) acres and less may be mowed or disked to mineral soil, as allowed by State and Federal law and pursuant to AQMD Rule 403 as amended on April 2, 2004.
- 19.11 Parcels greater than five (5) acres must have soil firebreaks around the perimeter of 100-feet. Cross breaks every 300-feet are required and need to be at least 100-feet wide, as allowed by State and Federal law.
- 19.12 When lots are mowed, the mower height must be set at a maximum height of three (3") inches.
- 19.13 All equipment used for weed abatement work shall be equipped with proper spark arresters, mufflers, etc.
- 19.14 Contractor shall ensure that all work will be performed in strict accordance/compliance with all applicable Federal law, California state law, Regional law, Regional and County requirements, and Local and County building codes. This includes, but is not limited to the Endangered Species Act and the Clean Water Act.
- 19.15 Weed abatement and site/debris clearance shall take place two (2) times every one (1) year term. Contractor will coordinate these dates with Authority staff before beginning work.
- 19.16 Execution of Work: All work is to be performed by qualified, competent trained personnel. The selected vendor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. All tools, materials, and equipment shall be provided by the contractor and must meet all local applicable safety requirements. A designated area will be made available for contractor's container if needed for materials and equipment. All work shall be performed in accordance with local safety standards and recognized safe practices. The HACR may require the vendor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HACR to be contrary to the public interest. The vendor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The vendor and his personnel shall respect the rights of



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tenants in the surrounding dwellings where work is being performed. The contractor will give the HACR's or HACR's designee 48 hours' notice in writing, before beginning work. The office hours for all locations of the HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The vendor's working hours may vary depending upon the type of work being performed. Vendor may work longer hours if approved in advance by the HACR.

19.17 Field Verification: Contractor responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work.

19.18 Amendments to the RFQ: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the quote form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The HACR must receive acknowledgement by the time and at the place specified for receipt of quotes. Quotes which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the quote if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR at least 7 days before bid opening.

19.19 Caution to Bidders: Prospective bidders are cautioned not to merely examine the plans and specifications in making their quote, since requirements are imposed upon the bidder by various other portions of this RFQ and the Contract Documents.

20. **RECAP OF ATTACHMENTS:** It is the responsibility of each Quoter to verify that he/she has downloaded all of the following attachments, which are a part of this RFQ, and incorporated herein by this reference:

Attachment	Attachment Description
A	Form of Quote (page 08)
B	Weed Abatement Site List
C	Form HUD-5370-C Section II (01/2014), General Conditions for Non-Construction Contracts





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**FORM OF QUOTE**

Each Quoter shall submit his/her quote on this form only, which shall be completed, executed and returned to the HACR as detailed herein.

\*Contract will be awarded to the lowest responsive and responsible Quoter, and the most advantageous to the HACR, in their sole and absolute discretion.

The undersigned Quoter hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this quote, the undersigned Quoter agrees to abide by all terms and conditions pertaining to this RFQ as issued by the HACR, in hard copy, including an agreement to execute the Sample Contract form or any other form substantially approved as to form and substance by HACR.

**COMPLETED BY:** (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Address (Street; City; State; Zip)

\_\_\_\_\_  
CSLB License Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
CSLB License Designation

\_\_\_\_\_  
Annual Quote Amount



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**ATTACHMENT B**

**“Weed Abatement Site List”**

<b>APN:</b>	<b>City:</b>	<b>Acres:</b>	<b>Location/Description</b>
169-070-031	Jurupa Valley	0.83	Mission Blvd & Pedley
169-070-035	Jurupa Valley	0.50	Mission Blvd & Pedley
169-100-055	Jurupa Valley	3.24	Mission Blvd & Pedley
169-100-057	Jurupa Valley	2.27	Mission Blvd & Pedley
177-020-012	Jurupa Valley	0.17	Lockhart
177-020-018	Jurupa Valley	6.34	Lockhart
177-110-005	Jurupa Valley	0.25	Lockhart
177-231-014	Jurupa Valley	0.48	Canal Street
179-330-002	Jurupa Valley	1.00	Cottonwood/Crestmore
179-330-003	Jurupa Valley	1.85	Cottonwood/Crestmore 3720 Crestmore Road Jurupa Valley, CA
179-330-005	Jurupa Valley	1.58	Cottonwood/Crestmore 5171 Mission Boulevard Jurupa Valley, CA 92509
181-030-012	Jurupa Valley	2.74	Mission Blvd & Riverview
181-030-013	Jurupa Valley	1.37	Mission Blvd & Riverview
185-460-001	Jurupa Valley	9.65	Camino Real
185-470-001	Jurupa Valley	2.79	Camino Real
185-470-002	Jurupa Valley	3.09	Camino Real
181-030-010	Jurupa Valley	2.15	Vista Rio II
181-041-014	Jurupa Valley	1.18	Vista Rio II
329-221-008	Menifee	1.94	Sherman Road 25632 Sherman Road Menifee, CA 92585
380-100-008	Wildomar	1.72	Wildomar
380-100-009	Wildomar	1.79	Wildomar
380-100-010	Wildomar	1.83	Wildomar
380-100-011	Wildomar	1.83	Wildomar
380-100-012	Wildomar	2.92	Wildomar
439-060-009	Hemet	1.78	North Hemet



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<b>APN:</b>	<b>City:</b>	<b>Acres:</b>	<b>Location/Description</b>
439-060-010	Hemet	2.89	North Hemet
439-060-011	Hemet	0.85	North Hemet
439-060-014	Hemet	0.21	North Hemet
439-060-015	Hemet	0.24	North Hemet
439-060-024	Hemet	0.03	North Hemet
439-281-035	Hemet	1.79	North Hemet
443-050-002	Hemet	1.09	North Hemet
443-050-003	Hemet	1.09	North Hemet
443-050-004	Hemet	0.15	North Hemet
443-050-017	Hemet	1.14	North Hemet
443-050-018	Hemet	0.58	North Hemet
443-050-020	Hemet	0.57	North Hemet
443-050-021	Hemet	0.39	North Hemet
443-050-022	Hemet	0.75	North Hemet
443-050-023	Hemet	0.31	North Hemet
443-050-024	Hemet	0.94	North Hemet
443-050-027	Hemet	0.32	North Hemet
443-050-028	Hemet	0.60	North Hemet
443-050-029	Hemet	0.57	North Hemet
443-050-030	Hemet	0.14	North Hemet
443-050-031	Hemet	0.87	North Hemet
443-050-033	Hemet	0.54	North Hemet
443-050-039	Hemet	1.28	North Hemet



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**ATTACHMENT C**

**“HUD Form 5370-C Section II (01/2014) General Conditions for Non-Construction  
Contracts”**

**(behind this page)**

# 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.



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## 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

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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.