REQUEST FOR BIDS

BID NO. R101340

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 FAX 968-5472



Bid Due Date: 3-2-10
Bid Due Time: 2:00 PM

VENDOR NAME: _____
ATTN _____
_____
_____

| Item | Qty | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | 100 | EA | LAMP, GE LED PAR20, GE Part No. 73718<br>LED7PAR20/NFL20<br>Long life /energy-efficient LED lamp, LED PAR<br>Medium base<br>Wattage: 7 Watts<br>Minimum Rated Life: 20,000 hours.<br>Color Temperature: 3000K.<br>Input Voltage: AC 110 127V.<br>No equivalent products are acceptable. | _____ | _____ |
| 0002 | 200 | EA | LAMP, DirectLED FL, 4 foot (120cm) LED T8<br>replacements or equivalent exact<br>specification match.<br>Wattage: 15 Watts<br>Input Voltage: AC 110~277V<br>Color Temperature: 5800K Cool White<br>Base Type: Bi Pin T8<br>Beam Angle: 120 degrees<br>Brand Quoted: _____ | _____ | _____ |
| 0003 | 120 | EA | AES NexLume Induction Solis 23W Series Compact<br>Induction Lamps with Solis Generator (this is<br>meant to be inclusive of any parts needed to<br>retrofit this lamp into an existing fixture)<br>Wattage: 23 Watts<br>Color Temperature: 3000K Warm White<br>Input Voltage: AC 277V<br>Brand Quoted: _____ | _____ | _____ |

***CONTINUED***

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 FAX 968-5472

Bid Due Date: 3-2-10
Bid Due Time: 2:00 PM

VENDOR NAME: _____
ATTN _____
_____
_____

| Item | Qty | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|
| 0004 | 40 | EA | AES NexLume Orbis 40W Lamp with Generator NLX-40W (this is meant to be inclusive of any parts needed to retrofit this lamp into an existing fixture) or equivalent exact specification match.<br>Wattage: 40 Watts<br>Color Temperature: 5000K Cool White<br>Input Voltage: AC 277V<br>Brand Quoted: _____ | _____ | _____ |
| 0005 | 120 | EA | Add Alternate:<br><br>AES NexLume Orbis 40W Lamp with Generator NLX-40W (this is meant to be inclusive of any parts needed to retrofit this lamp into an existing fixture) or equivalent exact specification match.<br>Wattage: 40 Watts<br>Color Temperature: 5000K Cool White<br>Input Voltage: AC 277V<br>Brand Quoted: _____<br><br>Provide specifications and product information for any alternate items being bid. | _____ | _____ |

Payment Terms: Net 30 or better
Discount Payment Terms: _____%_____days.
Guaranteed Delivery of _____ business days ARO

SUBTOTAL _____
9.25% SALES TAX _____
(Pre-pay & Add) SHIPPING _____
GRAND TOTAL _____

## CITY OF MOUNTAIN VIEW

## REQUEST FOR BIDS NO. R101340
## INSTRUCTIONS FOR SUBMITTING BIDS

1. **Type of Reply Requested:**

   ☐ Request for Bid, Informal (fax bids are acceptable)
   ☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:** 2:00 p.m., Tuesday, March 2nd, 2010

3. **Reply To:**

   City of Mountain View
   Attention: Michael Harris, Buyer
   500 Castro Street
   Mountain View, CA 94041

   or

   P.O. Box 7540
   Mountain View, CA 94039-7540

   Phone: (650) 903-6291 Fax: (650) 968-5472

   **Questions:** Call the person named above for questions regarding this proposal process, or call Dave Haw at (650) 906-6323 for questions regarding the specifications and/or requirements.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date.

5. **Deviations from Bid Specification:** If there are any deviations from the brands and/or specifications, the Vendor MUST note such differences, brand names, model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.

6. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

## TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.

2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by Acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.

3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

4. **Liquidated Damages:**

   ☐ Required ☒ Not Required

   If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars ($350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

   Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each

bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.

8. **Ownership and Collusion—Financial Interest by City Employees:** The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.

9. **Assignment:** Any purchase order issued as a result of this bid may not be assigned without written consent of the City.

10. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made

in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.

11. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.

12. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.

13. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

14. **Hold Harmless:** The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

15. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

    ☐ Yes ☐ No

    If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully

expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

17. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

**VENDOR:**

| | |
|---|---|
| Company Name | Street Address of Company |
| Signature of Officer | City, State, Zip |
| Printed Name of Officer | Telephone No./Fax No. |
| Title of Officer | Federal I.D. Tax Number |

AS-8^ (QS Short)
(Rev. 2/14/05)

# BID SPECIFICATIONS

BIDDING:
Bids may be submitted for one or all specific line items. However, this is an all or none quantity requirement for each specific line item. There is an add alternate for extra materials that may or may not be procured through this bid process. Please provide quotes for the specified quantity and provide delivery estimates in your bid submittal.

DELIVERY REQUIREMENTS:
The materials in this bid must be inventory on hand or ready for delivery within 30 days of awarding of bid or no later than March 31, 2010 at the City Warehouse located at 231 North Whisman Road, Mountain View, CA 94043.
The delivery date **MUST** be met.

Provide anticipated estimated time for delivery with your bid submittal.
Please also specify if materials are in-stock inventory or to be drop shipped from your warehouse or the manufacturer.

BILLING INVOICE:
Billing Invoice is required by the March 31, 2010 delivery date.

CITY FUNDING:
The City is using federal Community Development Block Grant funds to purchase equipment awarded under this bid. It is the policy of the City of Mountain View that small, minority and woman owned businesses shall have the maximum opportunity to participate in the performance of assisted projects. The City will be adhering to the attached procedures in circulating this bid notice to outreach to women and minority-owned businesses (Attachment A). The firm selected from this bid process, referred to as Contractor, shall be responsible for complying with the procedures in Attachments A and B in supplying the requested materials and equipment and in managing sub-contractors.

ATTACHMENT A

# MINORITY BUSINESS ENTERPRISE UTILIZATION PROCEDURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

## Policy

It is the policy of the City of Mountain View that small, minority- and woman-owned businesses shall have the maximum opportunity to participate in the performance of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) assisted contracts.

## Objectives

The objectives of the Minority Business Enterprise (MBE) Program are to take specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future and to involve MBEs to the maximum extent possible in CDBG- and HOME-funded contracts.

## Definitions

**Minority Business** shall mean a business:

a. Which is at least 51 percent owned by one or more minority individuals, or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and

b. Whose management and daily business operations are controlled by one or more of the minority individuals who own it.

**Minorities** shall mean those individuals who are citizens of the United States (or lawfully admitted permanent residents) who are Black Americans, Hispanic Americans, Native Americans or Alaskan Natives, Asian-Pacific Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

**Woman-Owned Business** shall mean a business:

a. Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and

b. Whose management and daily business operations are controlled by one or more of the women who own it.

## Discrimination Prohibited

No person shall be excluded from participation in, be denied the benefits of or otherwise be discriminated against in connection with the award and performance of any CDBG- or HOME-funded contract, on the grounds of race, color, age, religion, national origin, disability or sex.

## Administration

The CDBG/HOME Administrator shall administer the MBE Program. He/she shall be responsible for developing, managing and implementing the MBE Program on a day-to-day basis; for carrying out technical-assistance activities for disseminating information on available business opportunities so that MBEs are provided equitable opportunity to bid on contracts; and such other responsibilities as are set forth in this policy.

## Procedures to Ensure that MBEs Have an Equitable Opportunity to Compete for Contracts and Subcontracts

The City shall use the following techniques to facilitate MBE participation in contracting activities:

a. All subgrantees and prime contractors shall be required to:

   (1) Publish a statement of policy and commitment to encourage the submittal of proposals by qualified MBEs;

   (2) Utilize available lists and directories of MBEs, including, but not limited to, those lists provided by the City, in soliciting bids; and

   (3) Report to the City on the results of bid solicitation, including the number of MBEs offering bids, and on the award of final contract(s).

b. The City, when securing contractors directly, shall be subject to the above procedures.

## MBE Outreach Program

- The City shall maintain available resources, including directories and lists, to facilitate in the identification of MBEs with capabilities needed in the performance of CDBG/HOME-funded contracts. The City shall make such resources available to prime contractors and subgrantees in their efforts to meet the MBE requirements.

- The City shall use local clearinghouses and shall survey other local jurisdictions in identifying and maintaining an inventory of qualified MBEs.

- Local media (print, TV, Internet, etc.) shall be used to promote contract and business opportunities.

- Fact sheets and program guides shall be used to assist MBEs in finding out about contract opportunities.

- The City shall participate in meetings and seminars which will help MBEs learn about contract opportunities.

**Exempt Contracts and Projects**

Contracts or projects may be considered to be exempt from these procedures where they are impracticable due to the urgency of the project. The CDBG/HOME Administrator shall be responsible for determining whether a project qualifies as exempt.

**Complaints**

Any complaint received by the City concerning the MBE Program will be investigated by the CDBG/HOME Administrator. HUD will be notified of the complaint and invited to participate in the investigation.

**Records and Reports**

- The CDBG/HOME Administrator shall maintain such records and provide such reports as necessary to ensure full compliance with any CDBG or HOME MBE reporting requirements.

- Information shall be collected regarding the type of trade, race/ethnicity of the contractor and subcontractors, whether they qualify as a woman-owned business, the employer IRS number and business address. This information shall be collected of those businesses that are awarded contracts as well as those that are not selected.

- Information shall also be maintained regarding the efforts made to solicit proposals from eligible MBEs.

- MBE Report, Form 2516, shall be submitted to HUD by October 15 of each year.

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ATTACHMENT B

## FEDERAL CONTRACT REQUIREMENTS

Contractor recognizes and acknowledges that this project is being funded with Federal Community Development Block Grant (CDBG) funds. As a result, Contractor and Contractor's Subcontractors are required to comply with the provisions 6f 24CFR 570 (Community Development Block Grants), Subparts J (Grant Administration) and Subpart K (Other Program Requirements) in carrying out the work under this contract.

Contractor agrees to perform all obligations and to execute all documents requested and to substantiate said performance, imposed on Contractor, as required by Federal requirements, as summarized below. The Contractor shall be responsible for informing all of his/her subcontractors of these requirements, ensuring that these requirements are included in all subcontractor and other contracts issued for the project and ensuring that all subcontractors comply with these requirements.

**Award of Contracts/Purchase of Supplies, Equipment, Construction and Services**

Minority and Women's Business Enterprises. Contractor shall take affirmative steps to assure that small, minority and women's businesses are utilized when possible as sources of supplies, equipment, construction and services, as detailed in the Federal requirements relating to minority and women's business enterprises set forth in Executive Order 11625 of October 13, 1971, 36 Fed.Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed.Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed.Reg. 3255 1; and Executive Order No. 12138 of May 18, 1979, 44 Fed.Reg. 29637.

City of Mountain View Minority Business Enterprise Utilization Procedures. The City of Mountain View has developed policies and procedures for providing maximum opportunities for small, minority and women owned businesses to be utilized as sources of supplies, equipment, construction and other services. Contractor shall be responsible for complying with the City's policies and procedures and ensuring that all subcontractors comply with the City's policies and procedures.

Ineligible Contractors/Subcontractors. The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status. Contractor shall not award any contract or subcontract to any person or subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

**Nondiscrimination/Equal Opportunity Requirements**

Title VI of the Civil Rights Act of 1964 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, which states that no person in the United States shall on the ground of race, color, national origin, sex, age, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

Section 504 of the Rehabilitation Act of 1973, as amended, which states that no otherwise qualified handicapped individual in the United States shall solely by reason of his/her handicap be excluded from employment or participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

Age Discrimination Act of 1975, as amended, which states that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded, in whole or in part, with funds made available pursuant to said acts.

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto 41 CFR Chapter 60) which require that no person shall be discriminated against on the basis of race, color, creed, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractor and subcontractors on Federal or Federally assisted construction contracts agree, that during the performance of said contract:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion} sex, or national origin. The contractor will 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, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, 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.

3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance. Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by role, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by roles, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor); becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## Energy Efficiency, Clean Air and Clean Water Requirements

Energy Policy and Conservation Act. Standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Clean Air and Clean Water Acts. Compliance is required with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (et seq.), Section 508 of the Clean Water Act (33 USC 1368, 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

1. Contractor stipulates that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.FR 15.20;

2. Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.s.c. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, (33 U.s.c. 1318), as amended, relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Contractor stipulates that as a condition for the award 'of the contract, prompt notice will be given of any notification received from the Director Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and

4. Contractor agrees that criteria and requirements in Subparagraphs (1) through (4) of this Section will be included in every nonexempt subcontract and Contractor shall take such

action as the City of Mountain View or HUD requires as a means of enforcing such provisions.

In no event shall "any" amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113 ( c)(I) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**Lead-Based Paint Requirements**

Notwithstanding any other provisions, the Contractor agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 24 CFR Part 35, et al. and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. The use of paint containing more than 0.06 percent dry weight of lead on any interior or exterior surface on the property is prohibited. Also, Contractor shall be responsible for using approved methods for paint removal and disposal. Every contract and subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and requiring proper disposal of lead paint.

**Conflict of Interest/Lobbying Provisions**

Conflict of Interest. No officer, employee or agent of the City of Mountain View, who exercises any functions or responsibilities with respect to the CDBG Program or to the services and work to be performed by Contractor pursuant to this Agreement, during such officer's, employee's or agent's tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.). Contractor shall promptly advise the City of Mountain View of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit arising from same.

Prohibition against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or 1977, or HUD regulations with respect thereto; provided, however that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs

Partisan Actively Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel, in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement, with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Lobbying Prohibited. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 in connection with 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.

1. If any funds other than 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 in connection with this Federal contract, grant loan or cooperative agreement, the Contractor shall complete and submit Standard Fonn-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 3 1, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Patents**

Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to the City and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery including the rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

**City/State Laws, Regulations and Other Requirements**

If Contractor receives State or City of Mountain View funds, Contractor shall, in the use of those State or City funds, adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only insofar as adherence thereto would not be prohibited by valid City or State laws, regulations, policies, guidelines or requirements.

**Payments to Contractor**

Payments to contractor for work completed shall be withheld in the event that Contractor is in substantial noncompliance with Federal requirements.

**Disallowed Costs**

Contractor is liable for repayment of all disallowed costs as determined by the City of Mountain View or HUD. Disallowed costs and payments may be identified through audits, monitoring or other sources. Contractor shall be afforded the opportunity to respond to any adverse findings, which may lead to disallowed costs.

**Record Keeping/Access to Records**

Record Keeping. Contractor shall maintain all required records pertaining to the job for five years after final payment and all other pending matters are closed.

Access to Records. The City of Mountain View, the Federal sponsoring agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits; examinations, excerpts and transcriptions.