REQUEST FOR PROPOSALS

Vacant Unit Preparation Contractor Services

Re-Advertisement RFP No. 19-004

Additional Information & Clarification Deadline

October 17, 2019 at 5:00 p.m.

Proposal Submission Date and Time

October 31, 2019 at 4:00PM (EST)

The responsibility for submitting a response to this Solicitation at the Sanford Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The Sanford Housing Authority will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by visiting www.sha-nc.org.

Contact Person: Shannon Judd, CEO/Procurement and Contracting Officer. Email: sjudd@sha-nc.org l Phone: (919) 776-7655, extension 222.

The Sanford Housing Authority, Sanford, NC, hereinafter referred to as "SHA", a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, is hereby soliciting Proposals from qualified and experienced firms who have a demonstrated track record in successfully performing vacant unit preparation contractor services.

Firm must not be included on the HUD Contractor Debarred List.

Please submit one (1) original Proposal and three (3) copies of the original Proposal. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to Sanford Housing Authority, Attention: Shannon Judd/CEO, (Physical Address) 1000 Carthage Street, Sanford, NC 27330, (Mailing Address) PO Box 636, Sanford, NC 27331. Please clearly mark Proposals:

"Important, Solicitation Enclosed"

Vacant Unit Preparation Contractor Services
RFP No. 19-004

SHA's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Dates:	Wednesday, October 1, 2019 and Sunday, October 13, 2019	
Pre-Bid Conference	Tuesday, October 15, 2019	2:00 p.m.
Last Date for Receipt of Written Questions:	October 17, 2019	5:00 pm
Last Date for Responses to Written Questions:	October 21, 2019	5:30 pm
Proposal Submission Deadline:	October 31, 2019	4:00 pm

(The SHA reserves the right to delay or modify scheduled dates)

SHA is an equal opportunity agency. SHA solicits and encourages Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation in its contracts.

Acceptance and Rejections

The SHA reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities regarding the specifications and to make the award to the Respondent offering the greatest advantage to the SHA.

The SHA reserves the right to cancel the solicitation. SHA reserves the right to withdraw or cancel any contract(s) resulting from this procurement. Should SHA cancel said contract, contractor will be reimbursed for cost incurred up to that point (providing these costs are legitimate and documented to SHA's satisfaction) in providing said study. Additionally, the firm will be entitled to retain any prorated payments it has received up to that point.

We look forward to your active participation in this Solicitation.

Sincerely,

Shannon Judd,
CEO/Procurement & Contracting Officer

Sanford Housing Authority

RFP#19-004

CONTRACTOR FOR VACANT UNIT PREPARATION SERVICES

Table of Contents

Article I. Statement of Work....4
1. Background....4
2. Scope/Objective....4
3. Experience....4
Article II. Types of Work....4
1. Vacant Unit Cleaning, Painting, and General Renovations and Repairs....4
2. Vacant Unit Cleaning....5
3. Vacant Unit Painting....6
4. Vacant Unit General Renovations and Repairs....6
Article III. General Provisions....9
1. Materials Used....9
2. Workmanship....9
3. Damage to Units:....9
4. Contract Period:....9
5. Change Orders....9
6. Termination....9
7. Disputes....9
A. Quality of work/performance disputes:....10
B. Contract related disputes:....10
8. Davis-Bacon Compliance....10
9. Section 3....10
10. Contractor Qualifications for Work Involving Hazardous Building Materials....10
11. Insurance....12
12. Liability....12
Article IV. Contract Price....13
Article V. Contract Documents....13

Article 1: Statement of Work

1. Background

The Sanford Housing Authority (SHA), with its administrative offices located at 1000 Carthage Street, Sanford, North Carolina 27330, requires a Vacant Unit Repair contract at all SHA locations throughout Sanford. SHA seeks to develop a pool of qualified contractors to perform vacant unit repair and preparation work.

2. Scope/Objective

The contractor shall provide all labor, materials and equipment and perform all operations necessary to perform the renovation of vacant units at various locations owned by SHA. SHA requires the Contractor to respond timely to service calls to renovate units and perform the following but not limited to: cleaning – removal of debris, cleaning appliances, floors, fixtures, etc.; painting; and repairs as specified on the check list for each unit. Renovations shall be performed, and the unit is to be turned over to management completed as follows: see unit completion schedule listing the number of days up to and not to exceed for each community by bedroom size from issuance of a purchase order regardless of the number of units assigned without interference or hazard to SHA personnel and daily operations of the business. Workmanship is to be of the highest quality standards and all units shall be extremely clean, sanitized and free of trash, dust and other cleaning imperfections, all to the satisfaction of SHA. **Damage caused by the contractor will be the financial responsibility of the contractor.**

3. Experience

A. The Contractor shall have experience with the various trades to completely renovate vacant units.

B. Bidders are required to submit two (2) references for similar projects or work. References should include the name of the contact person, business phone number, and general description of the project or work that was performed.

C. Contractor must demonstrate two (2) years of building renovations and maintenance experience. SHA reserves the right to verify experience and NC License Code requirements.

Article II. Types of Work

1. Vacant Unit Cleaning, Painting, and General Renovations and Repairs

The inspection for each unit will be provided to the contractor and signed by both contractor and SHA personnel for guidance and completion. Contractors will have up to 24 hours to respond, however, the time begins with the offer by the Property Manager.

Upon notification each contractor will meet with SHA staff for a site investigation before submitting a bid for a project. Each contractor shall make themselves familiar with the different types of residences. If a Notice-to-Proceed is signed by the contractor and SHA prior to 12:00 p.m. it will be established as the beginning start date. If signed after 12:00 p.m. the established start date will be the following day.

Contractor's employees (including subcontractors) shall conduct themselves in a professional manner at all times. No drink bottles, wrappers, lunches, or other debris will be allowed to be left inside or outside of the units. Parking will only be permitted in the streets or driveways.

All activity will be conducted in a safe manner. Tools, ladders, brushes, cans, cleaning materials, and other equipment will be kept only in the work areas and will not interfere with residents' use of the facilities. All construction waste must be disposed of by the contractor off SHA property.

Contractors will plan a schedule of work to be approved by the Property Manager. Any condition which may prevent a contractor from performing the work outlined and agreed upon will be reported immediately to the Property Manager.

All work is to be performed in accordance with all applicable local, State, and Federal property rehabilitation standards and any applicable manufacturer's specifications.

After issuance of a purchase order, all vacancy prep assignments will be completed up to and not-to-exceed the number of calendar days stated on the unit completion schedule.

2. Vacant Unit Cleaning

Vacant Unit Cleaning includes, but is not limited to, the following types of work.

A. Windows: Includes all components. Clean with approved cleanser to reflect a clean sanitary appearance.

B. Doors: Includes all components. Remove paint from lock and hinges.

C. Walls and floors: Thoroughly clean all floors. Remove old wax when necessary. Floors must reflect a clean and shined surface.

All material and areas shall be maintained in accordance with applicable requirements unless the building/facility owner demonstrates that the unit does not contain lead-based paint. Please see the pamphlet included as Exhibit B. Contractor, if not certified, must be able to obtain EPA certification within three months of contract.

D. Millwork: Includes baseboard, molding, door jambs, etc., must be cleaned.

E. Window screens: Clean and dust. Replace standard missing or damaged screens with .023 black screen wire.

F. Cabinets: Clean inside and outside. The mirror should receive special attention.

G. Appliances: Refrigerators must be cleaned with approved cleanser inside and outside. Use of metal tools in the freezing compartment is not acceptable. Ranges must be cleaned with an approved cleanser inside and outside. Extra care should be exercised if steel wool or similar materials are used on any appliance.

H. Mechanical Systems:

- Electrical fixtures – remove light globe, clean and replace;
- Kitchen sink – includes all metal components, clean and shine;

- Commodes – clean completely
- Bathtub – clean completely, inside and outside, including shower head;
- Lavatory – clean completely;
- Water heater – clean outside and housing compartment;
- Furnaces – clean outside and interior housing compartment and vacuum inside;

I. Exterior finishes: Clean

J. Screen doors: Clean

3. Vacant Unit Painting

Vacant Unit Painting includes, but is not limited to, the following types of work.

A. Units will be painted throughout.

B. Paint Color:

1. Walls: Contractor shall use Sanford Housing Authority specified paint. Currently, this is Duron Ultra Deluxe Eggshell Antique White (Housing Bone White).
2. Ventilation, heating and air conditioning grills: These items will be cleaned then painted the same color as the adjacent wall or ceiling unless otherwise directed.
3. Trim work, frames, doors (metal or wood): These items will be painted the same color as the adjacent wall or ceiling unless otherwise directed. Polyurethane doors and cabinets as required by SHA. All cabinet interior shelving and interior drawer bottoms will be painted dark brown.
4. Storm doors are to be painted with exterior paint to match current paint color.
5. Stairs to second floor will be painted including handrail to match steps.
6. Polyurethane all kitchen cabinet including drawer.

C. Protection:

1. All surfaces adjacent to surfaces being painted shall be protected using drop cloths or other protection. Spills, speckles or paint shall be immediately removed from any surface not intended to receive paint.
2 Before painting, all hardware, accessories, plates, lighting fixtures, and similar items are to be removed or ample protection for such items will be provided.
3 Contractor will be responsible for any damage to SHA's or resident's property.

D. Clean Up:

1. Contractor shall not spill paint on non-painted surfaces, floors, fixtures, etc., and shall be responsible for all clean-up after work is completed. All paint spills will be cleaned up immediately. No washouts will be allowed in sinks, tubs, other fixtures, or at exterior faucets.
2. Contractor shall maintain their own clean up facility off-site.
3. No paint to include paint brush cleanout is to be poured down drains at any time.

Sanford Housing Authority

4. Vacant Unit General Renovations and Repairs

Vacant Unit Renovations and Repairs include, but are not limited to, the following types of work.

A. Exterior Renovations and Repairs:

- Exterior grounds litter clean-up (front, back, and side where applicable) including vent wells.
- Cleaning exterior building, stairs and porches of debris to include eaves and outside bedroom windows as required.
- Repair or replace front and rear storm doors as needed to open, to close and lock properly ensuring all hardware is present and operational; (SHA to provide door and hardware only).
- Repair or replace front and rear porch light fixtures as needed.
- Repair or replace all entry door hardware to allow door to open, close, lock and seal properly including door sweeps and thresholds; (SHA to provide Best Locks and associated lock hardware).

B. Interior Renovations and Repairs:

- Replace and secure all outlets and covers, receptacles, light switches, and light fixtures (match existing fixture) as needed.
- Replace all non-working or missing light bulbs to include fluorescent;(fixture and bulb information will be provided).
- Remove ceiling fans and replace with standard unit light fixtures.
- Replace range hoods and filters as needed; (ductless range hood– charcoal filter).
- Install new 9-volt Duracell batteries and or AA Duracell batteries in smoke detectors/carbon monoxide detectors and test to ensure proper operation. Old batteries are to be turned into SHA staff.
- Repair or replace damaged television and phone connections.
- Repair or replace window parts including window balances, take-out clips, vent latches, balance guides, and window locks to make window open and close properly; (parts provided by SHA).
- Repair holes up to and smaller than 4" x 4" in walls.
- Install curtain rods and brackets to all windows where missing shades, blinds, etc.
- Repair all interior doors to open and close properly by replacing any hardware necessary to assist in its operation such as knobs, hinges, striker plates and door stops.
- Repair loose handrails.
- Repair and/or install cabinet hinges, drawer guides, knobs, door catches and other parts that may be damaged or not functioning properly.

- Replace up to 20 pieces of insecure, damaged, or missing vinyl floor tile; installation of over 20 VCT tiles); SHA will supply $1.50 per tile for any additional needed tile;
- Secure loose sinks.
- Provide and install stoppers and strainer baskets as needed.
- Repair or replace spray hose assemblies.
- Repair leaking plumbing fixtures (repack if needed).
- Remove and replace all discolored or deteriorated caulking around tubs and sinks.
- Repair or replace clogged shower heads and aerators.
- Repair or replace damaged or missing bathroom medicine cabinets.
- Repair or replace bathroom vent fans as needed.
- Install soap dishes, toothbrush holders, towel racks, tissue holders, and shower rods as needed.
- Secure commode to the floor.
- Install new commode seat; (leave plastic cover on seat).
- Replace flappers and ball cocks as needed in the water closet or flush valves as needed.
- Unclog minor drain clogs; (if fixture holds 2" of standing water and auger past the fixture trap into the wall).
- Replace shelves, brackets, bars, freezer panels, and fresh food panels in refrigerators and ensure appliance is operational as designed; Replace refrigerator gaskets as needed; (gaskets provided by SHA).
- Provide knobs, shelves, burners, grates and drip pans for ranges and ensure appliance is operational as designed.

C. Floors (Resilient Floor Covering Materials):

- Where vacuuming methods are selected, High Efficiency Particulate Air (HEPA) filtered vacuuming equipment and a metal floor attachment must be used. The equipment shall be used and emptied in a manner that minimizes the re-entry of asbestos into the workplace.
- Waste Disposal: Asbestos waste scrap, debris, bags, containers, equipment and contaminated clothing consigned for disposal shall be collected and disposed of in sealed, impermeable containers.
- Care of Asbestos-Containing Flooring Material: All vinyl and asphalt flooring material shall be maintained in accordance with applicable requirements unless the building/facility owner demonstrates that the flooring does not contain asbestos. Please see the pamphlet included as Exhibit C. Contractor, if not certified, must be able to obtain EPA certification within three months of contract.
- Sanding of flooring material is prohibited.

- Stripping of finishes shall be conducted using low abrasion pads at a speed lower than 300 rpm and wet methods.
- Burnishing or dry buffing may be performed only on flooring which has sufficient finish so that the pad cannot contact the flooring material.
- No Dusting of debris in an area containing accessible thermal system insulation or surfacing material or visible deteriorated Asbestos Containing Material (ACM).
- Floors shall not be dusted or swept dry or vacuumed without using HEPA filter.
- Filters shall be promptly cleaned up and disposed of in airtight containers.

Article III. General Provisions

1. **Materials Used**

   All materials used will be the highest-grade products and shall be standardized with the SHA material list or approved by the Property Manager.

2. **Workmanship**

   All workmanship shall be of the highest standards with material installed properly and in a professional workmanship-like manner. The warranty period for work performed shall be one (1) year.

3. **Damage to Units:**

   The contractor will be liable for damages caused to units, furnishings, and personal property of residents when work is being conducted in units.

4. **Contract Period:**

   It is expected that the initial term of this contract will begin September 2018. The contract shall have a one (1) year base period and two (2) one (1) year options. The total period of the contract shall not exceed three (3) years. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the SHA. Change orders must be approved by the Property Manager.

5. **Change Orders**

   From time to time it may be necessary to makes changes to the initial or subsequently agreed upon scope of work for a unit. All such changes shall be accomplished via a written change order outlining the additional directions, work to be performed, time for completion, and additional cost.

6. **Termination**

   The agreement may be terminated by SHA when it is deemed that termination is in the best interest of the agency. Any such termination shall be affected by delivery of a

Notice of Termination and the date upon with the termination becomes effective. The contractor may make a claim for the cost of work performed up to the date of the termination. Any disputes with regard to termination are subject to the Disputes provisions of the agreement. Either party may terminate the agreement without cause at anytime.

Note: Any criminal violation of the law shall be grounds for immediate suspension and or termination.

7. Disputes

Disputes pursuant to the agreement may either be in regard to the quality of work or performance and those related to the contract terms.

A. Quality of work/performance disputes:

1. If a Contractor disagrees with a finding that work performed is inadequate or otherwise unacceptable, a written claim will be submitted to the Property Manager.
2. The Property Manager will have 30 days to render a decision.
3. If a Contractor disagrees with the Property Manager's decision, one appeal may be filed within 10 days to the Property Manager's supervisor.
4. Said supervisor will have 30 days to render a decision. All such decisions shall be final.

B. Contract related disputes:

1 If a Contractor disagrees with the application, interpretation, or execution of any terms of the contract, they shall submit a claim to the SHA' Contracting Officer. The Contracting Officer will render a decision and notify the contractor within 30 days of receipt. Such decisions will be final.

8. Davis-Bacon Compliance

All Contractors will be required to comply with the provisions of the Davis-Bacon Act and related acts as described in General Conditions for Non-Construction Contracts Section II – (With Maintenance Work) HUD Form 5370-C (10/2006).

9. Section 3

The purpose of Section 3 of the U. S. Department of Housing and Urban Development (HUD) Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance, shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws, be directed toward low and very low-income persons.

Low-income is defined as a single person or family whose income does not exceed 80% of the median income for the area. A very low-income person is defined as a family or single person whose income does not exceed 50% of the median income for the area.

Section 3 is applicable when funds from the U. S. Department of Housing and Urban Development are used on a project and when additional persons (new hires) are employed. A new hire is any person hired after signing the contract or who is not a current employee.

10. Contractor Qualifications for Work Involving Hazardous Building Material Asbestos and Lead-Based Paint

The contemplated work requires that contractors comply with various State of North Carolina, HUD, EPA and OSHA regulations related to asbestos and lead-based paint. These include, but are not limited to, the following:

Asbestos

- National Emission Standard for Hazardous Air Pollutants
- Asbestos Hazard Emergency Response Act (AHERA)/Asbestos School Hazard Abatement Reauthorization Action (ASHARA)
- 29 CFR 1926.1101
- 10 NCAC 41C.0601

Lead/Lead-Based Paint

- 40 CFR 745 Subparts E & L
- 24 CFR 35
- 10 NCAC 41C.0900 (RRP rules)
- NCGS 130A-453.01 through 453.11
- 29 CFR 1926.62

This work is not intended to include asbestos or lead-based paint abatement; therefore, qualifications as an asbestos or lead-based paint contractor is not required. There are other qualification requirements regarding asbestos and lead-based paint that must be met. These are explained in the following section. **Please note that SHA tested Matthews Court, Garden Street, Gilmore Terrace, and Linden Heights via a third-party licensed firm, these properties were reported as not containing lead. Utley Plaza, and Foushee Heights were built after 1978.**

Qualification Requirements

Contractors shall submit documentation of qualifications to work with asbestos containing materials or lead-based paint. Specifically, submit the following:

Asbestos

- A list of personnel who will work on this contract
- Documentation of annual OSHA Class III training, respirator training and fit testing, and medical qualification to work with asbestos and wear a respirator for those who may work with asbestos containing materials and their supervisors
    - Document of North Carolina accreditation as an asbestos worker or supervisor may be substituted for Class III training documentation
- Documentation of annual OSHA Class IV (awareness) training for all others

Lead-Based Paint

- Lead-Based Paint Firm Certification issued by the State of North Carolina
- A list of personnel who will work on this contract
- Documentation of RRP training (issued by the State of North Carolina) of at least one supervisor who will work on this contract
    - Documentation as a Lead-Based Paint abatement worker or supervisor is NOT acceptable to meet this requirement
- Documentation of RRP required training for all others who will work on this contract. This shall include the name of the trainer, the trainer's RRP credentials, and the date of the training.
    - Documentation as a Lead-Based Paint abatement worker or supervisor is NOT acceptable to meet this requirement
- Documentation of training required under 29 CFR 1926.62(l)(1)(i)

All contractors who may disturb lead-based paint must be a North Carolina Certified Lead-Based Paint Firm (and have a current certificate from the State) and must employ a supervisor who has received proper training and who has a current certificate issued by the State. Any subcontractors who may disturb lead-based paint (any tier) must meet these same requirements as well as the contractors above them all the way to the prime contractor.

Compliance with all relevant health, safety, and environmental regulations is required.

NOTE: FAILURE TO PROVIDE PROOF OF THE AFORMENTIONED DOCUMENTS WILL BE GROUNDS FOR DISQUALIFICATION. THESE DOCUMENTS MUST BE INCLUDED IN YOUR BID PACKAGE. ANY BID PACKAGE THAT DOES NOT INCLUDE THE REQUIRED DOCUMENTS WILL BE CONSIDERED "NON-RESPONSIVE" AND SHALL NOT BE CONSIDERED.

11. Insurance

The contractor shall obtain and keep in force the minimum insurance depicted below.

Prior to execution of any contract, the Contractor shall furnish proof that such insurance is in effect.

All insurance maintained by the Contractor must include a requirement that the insurer will provide SHA with at least ten days written notice of any material change in or cancellation of such insurance. The Sanford Housing Authority must be added as an additional insured on the Certificate of Insurance provided to SHA.

All insurance shall remain in effect for the duration of this contract. All insurance and bonds shall be secured from companies licensed to do business in the State of North Carolina and shall be countersigned by a licensed resident agent.

Required insurance coverages include:

1. Worker's Compensation – as required by the laws of North Carolina covering all Contractor employees engaged in any work hereunder. Coverage must be in an amount at least equal to $10,000 per employee per accident.
2. Commercial Liability Insurance – in the amount of $100,000 for liability for bodily injury or death of any one person in any one accident; for property damage in the amount of $10,000 for any one accident and $10,000 in the aggregate.

It is understood that any work described in this agreement that is undertaken by a subcontractor for the contractor will be required to carry the same insurance as listed above. SHA will require proper certificates be furnished evidencing that such insurance is in effect for at least the same terms as the Contractor.

The Contractor shall notify the Sanford Housing Authority promptly of all injuries and damages to person(s) or property in any way arising out of performance of work under this contract. No settlement of payment for any claim to which the SHA may be charged with the obligation to payment or reimbursement shall be made by the contractor without the written approval of the SHA.

12. Liability

The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on SHA premises. The contractor or his insurer shall reimburse the SHA for any such damage or loss within 30 days after a claim is submitted.

Article IV. Contract Price

SHA will pay the Contractor from current funds upon successful completion and acceptance of work per unit and submission of an individually numbered invoice, including the purchase order number issued by SHA. Payment terms are normally net 30 from receipt of the invoice.

Article V. Contract Documents

The Contract shall consist of the following component parts (all documents, with the exception of item 7, is included in the RFP document:

1. Instructions to Offerors – Non-Construction HUD-5369 B (8/93) (submit with bid)
2. Certifications and Representations of Offerors - Non-Construction Contract (HUD-5369-C) (8/93) (submit with bid)
3. General Conditions for Non-Construction Contracts – Section I & II (HUD 5370-C) (10-2006) (submit with bid)
4. Request for Proposals (this document)
5. Non-Collusive Affidavit (submit with bid)
6. Wage Rates (submit with bid)
7. Certificate of Insurance (submit with bid)

8. Certificates and documentation of lead and asbestos trainings (submit with bid)

This document, together with the other documents enumerated in Article V above, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in Article VI shall govern, except as otherwise specifically stated. The various provisions in Addenda (See Article 1) shall be construed in the order or preference of the component part of the contract which each modifies.

Article VI. Evaluation Criteria

All proposals received will be reviewed and evaluated by an Evaluation Committee. Proposals will be considered per the evaluation criteria below.

Criteria	Maximum Points Available
Capacity to perform- evidence of ability to perform the work specified in a timely manner and of acceptable quality per available personnel, equipment, materials, licenses and procedures for maintaining level of service	40
Past performance – evidence of successful completion of substantially similar work as described in this solicitation	30
Understanding of requirements- evidence of understanding requirements and identified needs of the Authority relative to vacant unit preparation	20
Section 3 – evidence of participation to meet Section 3	10
Total Points Available	**100**

Sanford Housing Authority

Exhibit A

Unit Completion Schedule

RFP #19-004 Vacant Unit Preparation Contractor Services

Pricing can be included in the chart

Sanford Housing Authority Properties	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
226 Linden Avenue		Up to & not to exceed 2 Days	Up to & not to exceed 3 Days $			
Foushee Heights			Up to & not to exceed 3 Days $	Up to & not to exceed 4 Days $		
Linden Heights	Up to & not to exceed 2 Days $	Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $	Up to & not to exceed 4 Days $	Up to & not to exceed 4 Days $	
Utley Plaza		Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $	Up to & not to exceed 4 Days $		
Matthews Court	Up to & not to exceed 2 Days $	Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $			
Stewart Manor	Up to & not to exceed 2 Days $	Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $			
Garden Street			Up to & not to exceed 3 Days $	Up to & not to exceed 4 Days $		
Gilmore Terrace	Up to & not to exceed 2 Days $	Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $	Up to & not to exceed 4 Days $	Up to & not to exceed 4 Days $	Up to & not to exceed 4 Days $
Harris Court		Up to & not to exceed 2 Days $	Up to & not to exceed 3 Days $			

Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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 been titled 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.

(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 pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With 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-5370C 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 II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. **Minimum Wages**

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. **Withholding of funds**

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. **Records**

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. **Apprentices and Trainees**

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of_____)ss.

County of _____)

_____ , being first duly sworn, deposes and says:

That he/she is_____
(Partner or Officer of the Firm of, etc.)
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to affix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Sanford Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____ Name of
Bidder if Bidder is an Individual

_____
Name of Partner if Bidder is a Partnership

_____
Name of Officer if Bidder is a Corporation

Subscribed and sworn to before me _____ this

_____ day of_____20_____.

My commission expires_____20_____.

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (04/2005)

Agency Name:	LR 2000 Agency ID No:	Wage Decision Type:
Sanford Housing Authority Lee County	NC078A	☒ Routine Maintenance ☐ Nonroutine Maintenance
	Effective Date: October 1, 2018	Expiration Date: September 30, 2020

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Jennifer A. Dupont, LRS — 08/29/2018

HUD Labor Relations (Name, Title, Signature) — **Date**

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

Maintenance Mechanic	$12.38	Rates based on NC Occupational Employment and Wages, Lee County, 2017.
Maintenance Mechanic Assistant	$9.52	
Maintenance Laborer	$8.62	
Janitor/Groundskeeper	$7.25	
Unit Turnaround, Except Painting	$8.98	
Tree Trimmer and Prunner	$12.23	
Brickmason and Blockmason	$13.48	
Carpenter	$11.20	
Carpet Installer	$11.14	
Floor Layer, Except Carpet, Wood and Hard Tile	$10.16	
Tile and Marble Setter	$12.79	
Cement Mason and Concrete Finisher	$12.64	
Drywall and Ceiling Tile Installer	$13.21	
Electrician	$18.72	
Glazier	$11.68	
Painter	$12.21	
Plumber	$13.33	
Plasterer and Stucco Mason	$8.47	
Roofer	$12.57	
Heating, AC and Refrigeration Mechanic	$15.17	
		☐ The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial
		FOR HUD USE ONLY **LR2000:** Log in: IMW Log out: OMW