



**March 1, 2016  
Floor Covering Installation  
Invitation to Bid**

**Project Bid Package Documents:**

- Instructions to Bidders (doc #00100)
- \*Specifications & Bid Form (doc #00300)
- \*Subcontractors List (doc #00430)
- Non-Collusion Affidavit (doc #00481)
- Agreement (doc #00510)
- General Contract Conditions (HUD #5370C)
- \*Contractor Information Form (doc #00420)
- Maintenance Wage Rate Determination dated June 18, 2014 (HUD #52158)

**NOTE: *All interested Bidders must submit asterisked (\*) documents with their bid package submission.***

**Please contact Housing Authority Project Manager - Peter Rogers (831) 454-5928 ,  
Monday through Friday from 7:00 AM through 3:30 PM with questions regarding this  
project.**

**March 1, 2016**  
**FLOOR COVERING INSTALLATION**  
**DOCUMENT 00100**  
**INSTRUCTIONS TO BIDDERS**

1. Housing Authority will receive sealed bids from Bidders until 2:00 PM, on Tuesday March 29, 2016. Bids received after this time will not be accepted.
2. Bidders must submit names of all subcontractors and their respective bid item sub-bids on Document 00430 Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Any violation of this provision may result in Bid being deemed non-responsive and not being considered.
3. Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The Housing Authority reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.
4. Bids shall be clearly written without erasure or deletions. Housing Authority reserves the right to reject any Bid containing erasures or deletions. Bidders may not modify Bid Form or qualify their Bids.
5. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
6. All questions about the meaning or intent of the Contract Documents are to be directed to the Project Manager. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Project Manager as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Project Manager. Addenda shall be acknowledged in Bid Form by number and shall

- be part of Contract Documents. A complete listing of Addenda may be secured from the Project Manager.
7. Substitutions: Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda.. Submittals of substitutions shall contain sufficient information to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution.
  8. Bidders bids shall be labeled **“Floor Covering Installation - 2016”** and hand delivered to the Reception Desk in the lobby of the Housing Authority offices at 2931 Mission St., Santa Cruz, California 95060.
    - A. Envelopes must be submitted by date and time shown in paragraph 1. Returned bids must contain the following, fully executed documents:
      - 1) Document 00300 Bid Form - filled in and signed by Bidder.
      - 2) Document 00420 Contractor Information Form
      - 3) Document 00430 Subcontractors List - If Bidder intends to employ subcontractors, it is necessary to furnish information required on this form, in accordance with instructions contained herein.
      - 4) Document 00481 Non-Collusion Form
  9. Submit the following documents to the Project Manager by 5 pm of the 10<sup>th</sup> calendar day following Notice of Award.
    - A. Insurance Certificates and Endorsements
    - B. Document 00510 Agreement - To be executed by successful Bidder
  10. Any bid protest must be submitted in writing to Executive Director - Housing Authority of the County of Santa Cruz, 2931 Mission St., Santa Cruz, California 95060 before 5 pm of the FIFTH business day following bid opening.
    - A. The initial protest document must contain a complete statement of the basis for the protest.
    - B. The protest must refer to the specific portion of the document which forms the basis for the protest.
    - C. The protest must include the name, address and telephone number of the person representing the protesting party.
    - D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
    - E. The Housing Authority will issue a decision on the protest. If the Housing Authority determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be

ineligible for future contract award.

- F. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
11. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
  12. In evaluating Bids, the Housing Authority will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The Housing Authority may conduct such investigations as the Housing Authority deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Housing Authority's satisfaction within the prescribed time.
  13. All Bidders are required to submit Bids on all bid items and additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of Housing Authority.
  14. If the contract is to be awarded, the bid selected will be the most advantageous regarding price, quality of service, Bidder qualifications and capabilities to perform specified work, and other factors that the Housing Authority may consider. The Housing Authority reserves the right to accept or further negotiate costs, terms or conditions with contractor whose bid is deemed to be in the best interest of the Housing Authority even if it is not the lowest bid.
  15. The Housing Authority reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the Housing Authority believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Housing Authority. The Housing Authority also reserves the right to waive informalities not involving price, time or changes in the Work.

END OF DOCUMENT

**March 1, 2016**  
**FLOOR COVERING INSTALLATION**  
**DOCUMENT #00300**  
**Specifications & Bid Form**

**CARPET:** Properly prepare flooring for new carpeting as needed in accordance with manufacturer's recommendations, including removal of existing carpet and pad if unit has previously been carpeted. Install new 6lb (minimum) 7/16" bonded polyurethane padding under new Shaw "Allure" #720 at all specified areas. A "knock-down" carpet strip (flat metal) will be installed at all transition areas of carpet-to-Linoleum.

**VINYL:** Install new Congoleum "Air Advantage" sheet vinyl flooring #88013 (12 ft. stock) at entry area, bathroom(s), kitchen & dining area - as specified. NOTE(S): Existing VCT to be removed prior to installation of new sheet goods. If present, prior to installation of new sheet goods, underlayment will be replaced with new 3/8" A/C plywood("A" side up). Properly prepare all specified floor surfaces and install new sheet vinyl - in accordance with manufacturer's recommendations.

**BASES:** Install new Burke 4" top set base with toe (#109), set base at all locations where new vinyl and/or VCT is installed.

**NOTE(S):**

1. All bid prices with include labor and materials.
2. Vinyl installation will be bid with two line item prices - one where new underlayment is required, and one where new underlayment is not required (e.g. over a concrete slab foundation).
3. A top set vinyl base will be installed at all areas where new vinyl and/or VCT is installed.

**Bid Pricing - using HUD Maintenance Wage Rate Determination**

<b>ITEM</b>	<b>BID PRICE</b>	<b>NOTES</b>
Install carpet and pad	\$_____ Per sq. yard	Price includes all necessary prep work.
Install sheet vinyl (excluding new underlayment)	\$_____ Per sq. yard.	Price includes all necessary prep work.
Install sheet vinyl (including new underlayment)	\$_____ Per sq. yard	Price includes all necessary prep work, and installation of new underlayment.
Install top set vinyl base	\$_____ Per lf.	At areas with new vinyl/VCT

**Contractor Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Contractor License Number:** \_\_\_\_\_

**March 1, 2016**  
**FLOOR COVERING INSTALLATION**  
**DOCUMENT 00430**  
**SUBCONTRACTORS LIST**

Bidder submits the following information as to subcontractors Bidder intends to employ if awarded the contract.

Name and Address of Subcontractor & Location of Mill or Shop	Description of Work: Reference to Contract Items	Prices Under Subcontract	Subcontractor's License No.	
			State of California Contractors License	Appropriate Business License

END OF DOCUMENT

**March 1, 2016**  
**FLOOR COVERING INSTALLATION**  
**DOCUMENT #00481**  
**NONCOLLUSION AFFIDAVIT**  
**Public Contracts Code §7106**

NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
STATE OF CALIFORNIA, COUNTY OF SANTA CRUZ

\_\_\_\_\_ (NAME OF PRINCIPAL BIDDER), being first duly sworn, depose  
and says that I am \_\_\_\_\_ (OFFICE OF AFFIANT) of \_\_\_\_\_  
\_\_\_\_\_ (NAME OF BIDDER), the party making the foregoing bid, that the bid is not made in  
the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or  
corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or  
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,  
connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,  
and has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone  
to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or  
of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Santa Cruz,  
or anyone interested in the proposed contract; that all statements in the bid are true; and further, that Bidder has  
not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or  
divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,  
company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or  
sham bid; and that Bidder has made a complete disclosure to the Housing Authority of the County of Santa Cruz  
of all facts bearing upon any possible interest, direct or indirect, which Bidder believes any representative of the  
Housing Authority of the County of Santa Cruz or other officer or employee of Housing Authority of the County  
of Santa Cruz presently has or will have in this Contract or in the performance thereof or in any portion of the  
profits thereof.

Signature: \_\_\_\_\_

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**FLOOR COVERING INSTALLATION - 2016  
DOCUMENT 00510  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016

by and between: \_\_\_\_\_

whose place of business is at: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called "Contractor", and the Housing Authority of the County of Santa Cruz, State of California, hereinafter called "Housing Authority", acting under and by virtue of the authority vested in the Housing Authority by the laws of the State of California and by ordinances enacted pursuant to the Charter, awarded to Contractor the following contract:

Housing Authority Contract #:  
**FLOOR COVERING INSTALLATION - 2016**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Housing Authority agree as follows:

**Article I. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents in accordance with the terms and conditions of the Contract Documents.

**Article II. Owner/Engineer**

- 2.2 The Housing Authority has designated **Peter Rogers** to act as its staff contact, and who will act as the staff contact, and assume all duties and responsibilities and have the rights and authorities assigned to staff contact in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

**Article IV. Contract Sum**

- 4.1 The Housing Authority shall pay Contractor the Contract Sum for completion of work in accordance with quote dated \_\_\_\_\_, in the amount equal quantities needed to complete flooring installation of specified units – per Purchase Order issued on a “per job basis”.

## **Article V. Contractor's Representations**

In order to induce Housing Authority to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

## **Article VI. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda and modifications thereto:

Document 0030	Specifications & Bid Form
Document 00510	Agreement
Document 00430	Subcontractors list
Document 00481	Noncollusion Affidavit
General Conditions	HUD #5370C
Maintenance Wage Rate Determination	HUD #52158

- 6.2 There are no Contract Documents other than those listed above in this Article VI.

## **Article VII. Miscellaneous**

- 7.1 Terms used in this Agreement are defined in Document HUD-5370C General Conditions and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any party, signing this Agreement for or on behalf of the Housing Authority or acting as an employee or representative of the Housing Authority, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Housing Authority is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 7.3 In entering into a contract or a subcontract to supply goods, services or materials, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the Housing Authority tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.4 This agreement shall be deemed to have been entered into in the County of Santa Cruz, and governed in all respects by California law.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

**HOUSING AUTHORITY OF THE  
COUNTY OF SANTA CRUZ**

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**(Corporate seal when required)**

END OF DOCUMENT

# 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. 1/01/2014)

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.

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 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;

- (ii) A 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).

- (ii) The HA 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.

- (iii) The Regional Labor 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

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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.

# HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

## DOCUMENT 00420, CONTRACTOR INFORMATION FORM

In order to undertake work for the Housing Authority of the County of Santa Cruz, you must provide this form, completed in its entirety. You may not leave any blanks.

<b>CONTRACTOR INFORMATION:</b>	
<b>Full name / Corporate Name of Company:</b>	<b>Date:</b>
<b>Is this a Section 3 business concern (see definition on attached page)?</b> <b>YES</b> <b>NO</b>	
<b>California Contractor's License #:</b>	<b>License Type:</b>
<b>Federal ID#:</b>	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership
<b>Contact Person:</b>	<input type="checkbox"/> Non Profit 501c3 <input type="checkbox"/> Corp.
<b>Street Address:</b>	<b>Phone #:</b>
<b>Mailing Address:</b>	<b>Fax #:</b>

<b>INSURANCE / OTHER FINANCIAL COVERAGE:</b>	
<b>Worker's Compensation</b>	
<b>Carrier:</b>	<b>Phone #:</b>
<b>Address:</b>	
<b>Policy Number:</b>	

<b>General Liability Carrier</b> (provide copy of Insurance Certificate listing the Housing Authority as an additionally insured entity)	
<b>Carrier:</b>	<b>Phone #:</b>
<b>Address:</b>	
<b>Policy Number:</b>	<b>Policy Limits: \$</b>

<b>Guarantors of financial responsibility bonding and reliability of bidder (if applicable)</b>	
<b>Name of Surety Company:</b>	<b>Phone#:</b>
<b>Address:</b>	
<b>Name of Bank:</b>	<b>Phone #:</b>
<b>Address:</b>	

<b>EXPERIENCE:</b>
The following statements and information regarding the Bidder are submitted with the bid, as a part thereof, and the truthfulness and accuracy of the information are guaranteed by the Bidder. Bidder is required to possess California Contractor's license classification listed in Invitation to Bid to be awarded this contract.
<b>Your organization has been in business as a contractor under its present name for ____ years, from ____.</b>
<b>Your organization has had experience in work comparable to that under the proposed contract, as a general contract for ____ years, or as a subcontractor for ____ years.</b>



**Work similar in character to that required in the proposed contract, which bidder's organization has completed:**

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

**The following information is required by the Department of Housing and Urban Development**

**CLASSIFICATION OF BUSINESS:**

**This business is a small business**  yes  no  
 a small business concern is a business that is independently owned and operated, is not dominate in the field in which it is bidding, and qualifies as a small business under the criteria and size standards in 13 CFR 121

**This business is a woman-owned business**  yes  no  
 a women-owned business enterprise means a business that is at least 51% owned by a woman or women who are U.S. citizens, who also control and operate the business

**This is a minority owned business enterprise**  yes  no  
 a minority business enterprise means a business that is at least 51% owned or controlled by one or more minority group members, or in the case of a publicly owned business, at least 51% 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 individuals. For this definition, minority group members are:  
 (check the block applicable to you, the Owner or President)  
 Black American(s)  Hispanic American(s)  Native American(s)  
 Asian Pacific American(s)  Asian Indian American(s)  Hasidic Jewish American(s)

**DEMOGRAPHICS:**

**The Owner/President is:**  male  female      **Owner is sole employee:**  yes  no

**Owner/President is (check any that apply):**

<input type="checkbox"/> a public housing resident	<input type="checkbox"/> low income (below 80% of county median income)																
<input type="checkbox"/> a resident of Santa Cruz County	<table border="1"> <thead> <tr> <th colspan="2">3/6/15 income limits, area median \$87,000</th> </tr> <tr> <th># of persons in family</th> <th>80% of Median</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$55,250</td> </tr> <tr> <td>2</td> <td>\$63,150</td> </tr> <tr> <td>3</td> <td>\$71,050</td> </tr> <tr> <td>4</td> <td>\$78,900</td> </tr> <tr> <td>5</td> <td>\$85,250</td> </tr> <tr> <td>6</td> <td>\$91,550</td> </tr> </tbody> </table>	3/6/15 income limits, area median \$87,000		# of persons in family	80% of Median	1	\$55,250	2	\$63,150	3	\$71,050	4	\$78,900	5	\$85,250	6	\$91,550
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# of persons in family	80% of Median																
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2	\$63,150																
3	\$71,050																
4	\$78,900																
5	\$85,250																
6	\$91,550																

**This business employs approximately \_\_\_\_\_ people**

**This information provides the definition of a Section 3 business concern. If you are able to answer 'yes' to any one of these questions, your business may qualify as a Section 3 concern. If you contract with this Housing Authority you will be required to submit documentation supporting this status.**

**1)**

**51% of this business is owned by persons who are (check any that apply):**

a public housing resident  a resident of Santa Cruz County

low income (below 80% of county median income)

3/6/15 income limits, area median \$87,000	
<u># of persons in family</u>	<u>80% of Median</u>
1	\$55,250
2	\$63,150
3	\$71,050
4	\$78,900
5	\$85,250
6	\$91,550

**2)**

**This business consists of permanent full time employees, 30% of whose income is at or below 80 % of median (see above)  yes  no**

**OR**

**within 3 years of the date of their first employment with your business 30% of your permanent full time employees met that income eligibility (at or below 80% of median)  yes  no**

**3)**

**Does this business subcontract work?  yes  no**

**If yes, of all the subcontracts your business awards, can you provide evidence of a commitment to assign more than 25% of the dollar amount of all subcontracts to business concerns that meet the definitions in the section of this document labeled Demographics:  yes  no**

I certify under penalty of perjury that the foregoing information is current and accurate and I authorize the Housing Authority of the County of Santa Cruz to obtain a credit report and /or verify any of the above information.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

### Section 3

#### What is it?

Under the Department of Housing And Urban Development (HUD) Act of 1968, known as Section 3, all recipients of certain HUD financial assistance, to the greatest extent feasible, are required to provide job training, employment and contracting opportunities for low or very-low income residents in connection with projects and activities in their neighborhoods.

#### What does it mean to you?

All recipients of certain HUD financial assistance must, to the greatest extent feasible, provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Contractors are encouraged to have 'Section 3 residents' make up at least 30% of their permanent, full time staff.

In addition, the Housing Authority is encouraged to award contracts to 'Section 3 businesses concerns'.

#### What is a 'Section 3 resident'?

- Public housing residents and / or
- For the purposes of the Housing Authority of the County of Santa Cruz, persons who live in Santa Cruz County and who have household income that falls below HUD's income limits (see below)

#### What is a 'Section 3 business concern'?

- A business that is 51% or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30% of its full-time permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

#### What are the HUD income limits in use for Section 3?

Number of people in the household	Annual Household Income
1	\$55,250
2	\$63,150
3	\$71,050
4	\$78,900
5	\$85,250
6	\$91,550

**If you are awarded this contract, and if you will be requesting a Section 3 preference, you will be required to report information to the Housing Authority regarding the Section 3 status of your business. Further information and forms will be included with the formal contract package.**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

**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.

**G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Agency Name:  <b>Housing Authority of the County of Santa Cruz</b>	LR 2000 Agency ID No: <b>CA029A</b>	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: <b>July 1, 2014</b>	Expiration Date: <b>June 30, 2015</b>

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.

*Marcus James Green*  
 \_\_\_\_\_  
 HUD Labor Relations  
 (Name, Title, Signature)

6/18/2014  
 \_\_\_\_\_  
 Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Grounds Worker I	14.05	6.32
Grounds Worker II	15.13	6.52
Maintenance Custodian	14.75	6.45
Maintenance Worker I	19.86	7.43
Maintenance Worker II	22.43	7.92
Maintenance Plumber	19.29	7.32
Maintenance Electrician	19.29	7.32
Maintenance Aide	13.71	6.25

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