



Landscape Maintenance Service
Request for Proposals - 2017
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Landscape Maintenance Service
Request for Proposals (RFP) - 2017

The Housing Authority of the County of Santa Cruz invites sealed bids from C-27 licensed contractors for weekly landscape service at nineteen (19) apartment sites and two (2) commercial office sites in Santa Cruz County. Bids must be submitted to and inquiries may be directed to:

Housing Authority of the County of Santa Cruz
2931 Mission Street
Santa Cruz CA 95060
831-454-5928 Office

Project specifications, requirements and provisions are included in RFP Package which can be obtained at the Housing Authority office between 8:00AM and 5:00PM Monday through Thursday, or from the Housing Authority web site located at: www.hacosantacruz.org

This project is subject to HUD prevailing wage rates.

The contract will be awarded based on proposal the represents best overall value to the Agency – considering price, technical expertise, past experience, quality of proposed staffing and similar. The Housing Authority reserves the right to negotiate two separate contracts for this project - one for the North County service locations and one for the South County service locations. Unless otherwise required by law, no bidder may withdraw their bid for a period of sixty (60) days after the bid deadline.

Proposals for this work will be received at the office of the Housing Authority until 2:00 PM , on **Tuesday May 16, 2017**. No late proposals will be accepted. No proposals will be accepted that are incomplete, written in pencil, altered, illegible or contains unrequested alternates. Bidders must complete all bid line items.

The Housing Authority reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

Publication dates 4/22/17, 4/29/17

DOCUMENT 00100
INSTRUCTIONS TO INTERESTED CONTRACTORS
Landscape Maintenance Service RFP - 2017

Housing Authority will receive Proposals for Project until 2:00 PM, on Tuesday May 16, 2017. Proposals received after this time will not be accepted.

The proposals must be submitted in an envelope clearly marked with the Proposer's name and "Proposal for Landscape Maintenance Service 2017" and delivered to the Reception Desk in the lobby of the Housing Authority offices at 2931 Mission St., Santa Cruz, California 95060. No faxed Proposals will be accepted.

Submission of Proposal signifies careful examination of the properties and has examined thoroughly and understood the nature and extent of Work, locality, actual conditions, as built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work; including all aspects of the means, methods, techniques, sequences, procedures to be employed by Contractor and safety precautions and programs incident thereto.

Proposals must contain:

- Detailed narrative regarding the Scope of Services, providing information on all of the work tasks Contractor proposes to complete/perform. Work tasks must minimally include: Turf/ground cover/shrub/tree service, weed control, fertilization, irrigation & water management, litter removal, supervision & inspections, days & hours of service.
- A detailed budget showing costs for tasks at each property, plus the cost of any reimbursable items. The costs shall be in a format to permit each item's cost to be identified.
- Subcontractors List - If Contractor intends to employ subcontractors who will perform any portion of Work in excess of one half of one percent (0.5%) of project price, it is necessary to furnish information required on this form.
- Document 00481 Non-collusion Affidavit - To be subscribed and sworn before a notary public.
- Document 00420 Contractor Information Form. Additionally, a statement of qualifications, including any information that would reflect on your firm's ability to provide the services described in this RFP and at least three references from previous work that can speak to the skills and experience of proposed staff. The statement will include a) listing of qualifications and referrals of Contractor, and b) an outline of Contractor's understanding of the relevant issues which are to be addressed in proposal, and additional recommendations if any.
- Cover letter signed by an individual authorized to bind the proposing entity to the proposal for a period of SIXTY (60) days.

PROPOSAL EVALUATIONS

Evaluation of the proposals is expected to be completed within 30 days after their receipt.

In evaluating Proposals, the Housing Authority will consider the qualifications of Contractors, whether or not the Proposals 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 Proposal and to establish the responsibility, qualifications and financial ability of Contractor, 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.

SELECTION CRITERIA AND PROCESS

If the contract is to be awarded, the Proposal selected will be the most advantageous regarding quality of service, technical expertise, past experience, quality of proposed staffing, Contractor 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 proposal is deemed to be in the best interest of the Housing Authority even if it is not the lowest price.

The Housing Authority reserves the right to reject any or all Proposals, if the Housing Authority believes that it would not be in the best interest of the Agency to make an award to that

Proposals received will be reviewed to ensure that each has met the minimum requirements outlined in this RFP. Proposals that do not meet these minimum requirements may be rejected.

The Authority is looking for Contractors who are experienced and flexible. The proposer should demonstrate technical expertise and ability in problem solving. A favorable response from references regarding timeliness, technical ability, and solving problems in a creative manner will be important factors. The intent is to gauge the general skill of the proposing firm, review the specific talents of key personnel and the quality of services delivered. Although obtaining quality services is the Authority's first objective, cost will be a factor. Financial resources are limited.

The Contractor shall be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The Authority will not award any contract unless the prospective contractor has been determined to be responsible. A responsible contractor must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all of the bidder's/offeror's existing commercial and governmental business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills;
6. Have the necessary production, construction, and technical equipment and facilities; and,
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

The selected firm will negotiate a contract for consideration by the Housing Authority Board. If agreement cannot be reached with the top ranked proposing firm, the Authority will then contact the next highest firm and attempt to negotiate a contract. This process will be continued until a contract is successfully negotiated.

By submitting a response to this Request for Proposal, the Bidder waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this selection process. The Authority retains the right to select any number of qualified finalists.

Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract by the Authority. The Authority reserves the right to reject any and all proposals or cancel the requested services prior to contract execution. Furthermore, the Authority shall NOT compensate for any work done pertaining to the preparation of a proposal, preparation for and attendance of an interview, and/or contract preparation work made in response to this solicitation.

BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter.

END OF DOCUMENT

Landscape Maintenance Service
Request for Proposals - 2017

General Specifications

Project overview

The Housing Authority seeks to contract with qualified landscape contractor(s) to provide weekly landscaping services at nineteen (19) apartment sites and two (2) commercial office buildings located in Santa Cruz county - see appendix for listing of property addresses.

The weekly services required include weeding, trimming, pruning, mowing, edging and application of fertilizers, herbicides and pesticides necessary to maintain a lush and healthy landscape at select residential apartment sites and commercial facilities.

The Housing Authority may elect at its discretion, to award this work under two separate contracts - based on a division of the North County locations and the South County locations.

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1. Bidder Requirements
 - A. Bidder(s) will possess a State of California C27 “Landscaping Contractors” license, and be able to comply with all provisions of this project.
 - B. Successful Contractor(s) will have fully trained staff with competent employees that have the expertise necessary to administer a maintenance program that assures a good overall appearance while using best horticultural practices and least toxic methods to facilitate a healthy landscape.
 - C. The sites to be maintained will be examined by Bidder(s) prior to submitting bid. Successful Contractor(s) will be accepting sites in their present physical condition.
 - D. Successful Contractor(s) will be aware of and comply with all City, County, State and Federal ordinances governing landscape maintenance work related to this project.

2. Existing Conditions
 - A. If sites are not in a state of satisfactory condition at the time of bid award, successful Contractor will have 120 days to bring all landscape deficiencies for each project site into compliance with these specifications.

3. Contractor Staff and Equipment
 - A. Contractor will provide sufficient personnel to perform all specified work.
 - B. Contractor will provide an identification system for employees which clearly indicate to the public the name of the Contractor responsible for landscape maintenance.
 - C. Contractor vehicles will be in good condition, and will have the company name and telephone number clearly visible to the public at all times.

4. Inspection & Supervision
 - A. Contractor will provide a competent and qualified supervisor during all times that work is being performed.
 - B. All sites shall be inspected by owner of Contract firm not less than once each month.

5. Hours and Days of Maintenance Service
 - A. Contractor will provide a “Routine Service Schedule” to Owner showing the planned hours and days of weekly service for each site location. Changes to service schedule must be in writing and approved by Owner.
 - B. Contractor will perform required maintenance service from Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

6. Safety
 - A. Contractor acknowledges and agrees that public safety is of the utmost importance, and will constantly protect and preserve the safety of employees, tenants and the public during progress of work.
 - B. Contractor will be responsible for all safety equipment and to educate their employees in the rules of safety.
 - C. Contractor shall be aware of and comply with all City, County, State and Federal

ordinances governing safety issues related to landscape maintenance work.

7. Irrigation Systems and Water Management

- A. Contractor will provide list of all irrigation deficiencies to Owner with a cost estimate for repair/replacement at award of contract, at spring start-up, and on an ongoing basis during the growing season.
- B. Contractor will shut-down irrigation systems during dormant season, and reset irrigation systems each spring just prior to the start of the growing season. Contractor will set all valve run times to take into account precipitation rates, soil conditions, and considerations of slopes; water run-off onto walkways, parking areas, gutters and similar will be kept to a minimum. Contractor will adjust watering schedules after soil moisture checks have been made of representative plants from the root zone; surface dryness will not be the criterion for determining water need. When plants are irrigated, enough water will be applied to penetrate below the root zone. Irrigation time clocks will be programmed for multiple short frequencies, if needed, to prevent surface run-off and to encourage deep rooting of plants
- C. Contractor will consistently maintain all components of irrigation systems in proper working order on an ongoing basis during periods when landscaped areas require irrigation, including cleaning and adjusting sprinklers, valves and similar, and re-programing electric controllers as needed. Contractor will replace irrigation time clock batteries at the start of each growing season. Contractor will adjust and maintain irrigation system to insure complete coverage, and to insure over-spray does not drift onto buildings, parked cars, and similar.
- D. Irrigation systems will be operated during early morning non-daylight hours only.

8. Weed Control

- A. Contractor will keep projects weed free at all times through hand-pulling weeds, or through use of Owner approved applications of herbicides and/or pre-emergents.

9. Turf Service

- A. Contractor will maintain turf to have the appearance of being healthy, with reduce weed infiltration during the term of contract. Turf will be mowed weekly during growing season with a mulching mower in such a manner as to insure a smooth surface appearance throughout the year. Contractor will not mow turf when damage is likely to occur as a result of wet turf.
- B. Turf shall be maintained at heights no less then 2 inches or greater then 3.5 inches.
- C. All turf lines will be edged in a neat and uniform manner each time turf is mowed.
- D. Where trees occur in turf areas, all grass growth will be limited to at least eighteen inches (18") from trunks.
- E. Contractor will perform turf aerification for each project site as needed to insure healthy turf.

10. Ground Cover Service

- A. Where shrubs and/or trees occur in ground cover areas, all ground cover growth will be limited to at least eighteen inches (18") from trunks.
- B. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere with site lighting and signage.

11. Shrub Service

- A. Shrubs will be typically be kept trimmed at no more than three (3) feet in height, and will not be allowed to grow higher than bottom of windowsills. Shrubs adjacent to fencing will not be allowed to grow higher than top of fencing. Shrubs growing at driveway entrances will not be allowed to grow so that they impair the "line of site" of pedestrian and vehicle traffic.
- B. Shrubs will not be allowed to grow together unless designed to do so as a hedge.
- C. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere with site lighting and signage.

12. Tree Service

- A. Tree pruning and tree care work under this contract includes tree limbs under fourteen (14) feet in height. Tree pruning will be performed with the intent of developing structurally sound trees, with symmetrical appearance typical for the species.
- B. Except for ornamental and fruit trees, Contractor will maintain trees to achieve an eight (8) foot minimum clearance for all branches over walkways and within landscaped areas, and fourteen (14) feet clearance for branches overhanging curb line of parking lots and roadways. Contractor will report to Owner all recommended tree pruning, including damage and/or hanging limbs that are above fourteen (14) feet.
- C. All pruning will be done using the International Society of Arboriculture Best Management Practices for pruning, American National Standards Institute A-300 pruning standards, or Owner approved equal. Excessive pruning and/or topping will not be permitted. Contractor will provide and install replacement trees if trees are "topped" or if Owner approved pruning standards are not met.
- D. Stakes and guys will be used only as long as necessary. Contractor will remove tree stakes when they are no longer required to support tree. Tree ties and other bands will be checked frequently and loosened to prevent girdling. If a tree cannot stand on it's own after reaching 4-inch size, then Contractor provide a recommendation to Owner.
- E. The Housing Authority will contract with a professional tree service firm for tree care needed that exceed the scope of these specifications.
- F. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere

with site lighting and signage.

13. Fertilizing and Use of Chemicals

- A. Contractor will provide an annual fertilization schedule to Owner. Contractor will notify Owner five (5) working days in advance of fertilized applications. Contractor will use three (3) applications of slow release fertilizers during the growing season (March - September), and use one (1) application of a cool season fertilizer (October - February).
- B. Contractor will notify Owner in writing when chemical spraying is necessary (insecticides, fungicides, herbicides and similar). Owner may issue a work order for chemical treatment for an extra fee.
- C. All chemical applications will be done with extreme care to avoid any hazard to person or pet, or damage to property, and will be applied by trained and licensed operators Contractor will submit report to Owner at end of each month a listing of all chemicals used.
- D. Contractor will be aware of and comply with all City, County, State and Federal ordinances governing the use of chemicals related to landscape maintenance work.

14. Leaf Blower Requirements

- A. Contractor will sweep or blow all sidewalks, walkways, parking area and similar. All on-site landscape debris must be removed, and will not be blown onto streets, into catch basins or onto neighboring properties. Contractor will use care to avoid blowing dust and debris onto parked vehicles, into buildings, and similar.
- B. Blowers are not permissible in areas where they may contribute to soil erosion.

15. Litter Control and Removal of Debris

- A. All landscaped areas, parking areas, walkways, playgrounds, dumpster enclosures and similar will be kept free of trash and debris during the normal course of scheduled landscape service. Trash and debris from project may be discarded in the on-site dumpster. No landscape debris may be discarded on-site.
- B. Contractor will notify Owner if furniture, mattresses (and similar oversized items), automobile batteries, motor oil (and similar hazardous materials) have been discarded at dumpster enclosures. Owner will arrange for disposal of non-household trash left at dumpster enclosures.

16. Preventive Maintenance

- A. Contractor will perform preventive maintenance inspections on an ongoing basis to avoid major pest, disease, and water related or root damage problems. Contractor will notify Owner of the need to address major disease, insect and/or rodent infestations, and similar.

17. Storage Facilities

- A. Owner will not provide any storage facilities for contractor's use at any project site.
- B. Contractor may not store any materials and/or equipment on project sites without Owner approval.

18. Damage Caused by Contractor
 - A. All damage caused by contractor will be repaired or replaced at the Contractor's expense to the Owner's satisfaction. Vegetation that has died due to Contractor's negligence will be replaced at Contractor expense.

19. Unscheduled & Extra Work
 - A. Owner may authorize Contractor to perform "extra" work (repairs and replacements) when the need arises for an additional fee. Extra work must be pre-approved by Owner. Work orders will be issued for such items and separate invoices shall be submitted. If repairs are made without Owner authorization, the bill may not be paid.
 - B. Contractor may not change the regular service schedule to do unscheduled/extra work. In order for work to be considered "extra", Contractor must maintain sites in a manner that meets or exceeds these specifications.

20. Failure to Perform
 - A. If a scheduled service day falls on a holiday, Contractor must provide service within two (2) days before or after the holiday.

21. Emergency and Complaint Response
 - A. Contractor will be required to have a twenty-four (24) hour emergency phone number, with a call back time frame of no more than fifteen (15) minutes. Once notified, contractor will respond to an emergency within thirty (30) minutes.
 - B. Contractor will have a cell phone to communicate with owner during business hours - regular business hours (8:00 AM - 5:00 PM, Monday - Friday). Contractor will have an active e-mail address for routine communication with Owner.
 - C. Owner will pass on complaints received by tenants or neighbors regarding work performed by the Contractor. All complaints by Owner with regard to inadequate services shall be investigated by the Contractor within 48 hours.

22. Billing and Payment Dates
 - A. Contractor will provide invoices for regular weekly services at the end of the month in which the work was done.
 - B. Invoices for "extra work" will be invoiced upon completion and acceptance by Owner.

23. HUD General Conditions
 - A. The Department of Housing and Urban Development General Conditions (HUD-5370-C, Sections I and Section II) are attached to this contract and incorporated herein by reference. Owner reserves the right to amend these General Conditions from time to time as may be required by HUD.
 - B. If any portions of this contract that are found to be in conflict with the HUD General Conditions, the HUD General Conditions shall take precedence unless mutually agreed upon in writing by Contractor and Owner.

24. Prevailing Wage Requirements

- A. Contractor will pay all employees working at locations included in this project the HUD Maintenance Wage Rates - see appendix. Owner reserves the right to verify that Contractor is complying with wage rate requirements through labor interviews of Contractor staff and/or requests for payroll documents verifying that the correct wage rates were paid.
- B. Owner will provide the Contractor with revised wage rates from time to time as mandated by HUD (typically on an annual basis). Contractor may submit a written request for contract price revision based on the revised maintenance wage rates. The request must include calculations showing the exact increase in cost attributable to the maintenance wage rate change. Any increase in contract price shall go into effect as of the date that the contract revision is signed by both parties. No retroactive price increases will be permitted.

25. Term of Contract and Termination

- A. This contract will run for one year then will renew annually by mutual agreement of both parties. The contract may be terminated by either party with a written 30-day notice.

26. Site Specific Work

N/A

END OF DOCUMENT

DOCUMENT 00300

BID FORM

Landscape Service Contract 2017

To be submitted no later than 2:00 PM, Tuesday May 16, 2017

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the Housing Authority in the form included in the Contract Documents, Document 00510 Agreement, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum indicated in this Proposal and in accordance with all other terms and conditions of Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents. This Proposal will remain subject to acceptance for SIXTY (60) calendar days after the due date for Proposals. Bidder will sign and submit the Agreement, with other documents as required, within ten (10) calendar days after receipt of Housing Authority's Notice of Award.
3. In submitting this Proposal, Bidder represents:
 - A. Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged). (List Addenda Here)

Date

Number

- B. Bidder has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual 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.
 - C. Bidder has conducted or obtained and has understood all such examinations and investigations which pertain to physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
 - D. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - E. Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money.

SCHEDULE OF PRICES

All items must be filled in completely, including the bidders estimated hours of service for each project location.

North County Itemized Costs

- | | |
|--|--|
| <p>a. 1223 Broadway Avenue #1-5
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>g. 2350 17th Avenue #1-14
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
| <p>b. 301 La Fonda Avenue #1-12,
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>h. 925-935 Brommer Street
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
| <p>c. 81A-87D Grandview Street
Santa Cruz, CA 95060
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>i. 3201 Merrill Road #1-15
Aptos, CA 95003
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
| <p>d. 951 30th Avenue #1-19
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>j. 2160 41st Ave.
Capitola CA 95010
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
| <p>e. 1900A-1920C Courtyard Dr.,
Capitola, CA 95010
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>k. 2931 Mission St.
Santa Cruz CA 95060
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
| <p>f. 2635 Portola Drive #1-24
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | |

North County Locations - Bid Price TOTAL: _____

South County Itemized Costs

- | | |
|--|--|
| l. 160 Blackburn Avenue #A-N
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | q. 308 Clifford Avenue #A-P
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| m. 100-146 Seneca Court
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | r. 50 Arista Court #A-P
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| n. 225A-239B Crestview Drive,
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | s. 55 Arista Lane #A-O
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| o. 179A-195B Montebello Drive
320A-326B Clifford Avenue
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | t. 127-193 East Front Street
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| p. 310A-314H Clifford Avenue
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | u. 100A-114D Tierra Alta Drive
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |

South County Locations - Bid Price TOTAL: _____

Extra Service Pricing

Service work during business hours, hourly rate \$ _____
After-hour service work, hourly rate \$ _____
Irrigation service work, hourly rate \$ _____

5. The undersigned understands that Housing Authority reserves the right to reject this Proposal, but that this Proposal shall remain open and shall not be withdrawn for a period of SIXTY (60) calendar days from the date prescribed for its opening.

6. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within SIXTY (60) calendar days after the date set for the opening of this Proposal, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the required Contract Documents to Housing Authority in accordance with this Proposal as accepted, within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.
7. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
8. The names of all persons interested in the foregoing Proposal as principals are:
NOTE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Signature of Bidder

Date of Proposal: _____

NAME OF BIDDER: _____
licensed in accordance with an act for the registration of Contractors, and with license number:

Contractors License # _____

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Telephone Number: _____ FAX Number _____

END OF DOCUMENT

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ DOCUMENT 00420, CONTRACTOR INFORMATION FORM

Landscape Maintenance Service
Request for Proposals (RFP) - 2017

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.

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

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

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

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

EXPERIENCE:
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.
Your organization has been in business as a contractor under its present name for ____ years, from ____.
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.

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 \$85,100</th> </tr> <tr> <th># of persons in family</th> <th>80% of Median</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$52,500</td> </tr> <tr> <td>2</td> <td>\$60,000</td> </tr> <tr> <td>3</td> <td>\$67,500</td> </tr> <tr> <td>4</td> <td>\$75,000</td> </tr> <tr> <td>5</td> <td>\$81,000</td> </tr> <tr> <td>6</td> <td>\$87,000</td> </tr> </tbody> </table>	3/6/15 income limits, area median \$85,100		# of persons in family	80% of Median	1	\$52,500	2	\$60,000	3	\$67,500	4	\$75,000	5	\$81,000	6	\$87,000
3/6/15 income limits, area median \$85,100																	
# of persons in family	80% of Median																
1	\$52,500																
2	\$60,000																
3	\$67,500																
4	\$75,000																
5	\$81,000																
6	\$87,000																

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 \$85,100	
# of persons in family	80% of Median
1	\$52,500
2	\$60,000
3	\$67,500
4	\$75,000
5	\$81,000
6	\$87,000

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	\$52,500
2	\$60,000
3	\$67,500
4	\$75,000
5	\$81,000
6	\$87,000

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).

**Landscape Maintenance Service
Request for Proposals (RFP) - 2017**

**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: _____

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)

DOCUMENT 00430
SUBCONTRACTORS LIST
Landscape Service Contract 2017

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

(Bidder to attach additional sheets if necessary)
END OF DOCUMENT

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION
Landscape Maintenance Service RFP - 2017

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

END OF DOCUMENT

DOCUMENT 00510
AGREEMENT
Landscape Maintenance Service 2017

THIS AGREEMENT, made this _____ day of _____, 2017
by and between: _____

whose mailing address is: _____

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:

Landscape Maintenance Service 2017

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

Article I. Work

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

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

Article III. Contract Time

1. Contract time will be continuous until terminated by either party with a 30 day written notice.
2. Liquidated Damages - not applicable

Article IV. Contract Sum

1. The Housing Authority shall pay Contractor the Contract Sum for completion of Work in accordance with Document 00300 Bid Form quote dated _____, in the amount of \$ _____, written as:

For North County Locations.

in the amount of \$ _____, written as:

For South County Locations.

Article V. Contractor's Representations

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

1. Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual 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

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

Document 00300	Bid Form
Document 00420	Contractors Information Form
Document 00430	Subcontractors List
Document 00481	Noncollusion Affidavit
Document 00510	Agreement
Document HUD-5370-C	General Conditions
Landscape Maintenance Service 2017	General Specifications

There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in Document **HUD-5370-C** General Conditions.

Article VII. Miscellaneous

1. Terms used in this Agreement are defined in Document **HUD-5370-C** General Conditions and will have the meaning indicated therein.
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.
3. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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 public works 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.

- 4. The following HUD Prevailing Wage Determinations apply to project:
HUD-52158 Maintenance Wage Rate Determination dated 6/20/2016
- 5. 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

By: _____
Jennifer Panetta
Executive Director,
Housing Authority

Date _____

CONTRACTOR:

By _____

Title _____

Date _____

(Corporate seal when required)

END OF DOCUMENT

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. 1/01/2014)

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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

=====
Section I - Clauses for All Non-Construction Contracts greater than \$100,000
=====

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (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.

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.

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

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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. 1/01/2014)

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.

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.

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

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

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.

MODIFICATIONS TO GENERAL CONDITIONS

Landscape Maintenance Service RFP - 2017

Clean Air and Water Applicable to Contracts in Excess of \$100,000

(a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;

(2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,

(4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be “Nonroutine Maintenance” subject to the terms of that clause of this contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(2) (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 and fringe benefits therefor only when all the following criteria have been met:

- (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (B) The classification is utilized in the area by the construction industry; and
- (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage

rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs

(b)(2)(ii) or (iii) of this clause 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.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other

Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor

or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records.** (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized

by the Bureau, or if a person is employed in his or 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 the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage

of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid

fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will

no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In

addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in

(g) **Compliance with Davis-Bacon and related Act requirements.**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) **Certification of eligibility.** (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a

person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

(j) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) **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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual 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.

(2) **Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, 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 such 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 subparagraph (j)(1) 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 subparagraph (j)(1) of this clause.

(3) **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 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 subparagraph (j)(2) of this clause.

(k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

[] **47. Labor Standards-Non-routine Maintenance**

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below

and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), 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 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.

(2) (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:

- (A) The work to be performed by the classification required is not performed by a classification in the wage determination;
- (B) The classification is utilized in the area by the industry; and
- (C) 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.

(b) **Withholding of funds.** The Contracting Officer, upon his or 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 or working on the site of the work all or part of the wages required by the 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 PHA 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.

(c) **Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and

social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) that the payroll for the payroll period contains the information required to be maintained under subparagraph (c)(1) of this clause and that such information is correct and complete;

(B) that each laborer or mechanic employed on the contract during the payroll period has been paid

the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7.

Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) 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 the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, 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 such 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 subparagraph (g)(1) 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 subparagraph (g)(1) of this clause.

(3) 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 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 subparagraph (g)(2) of this clause.

(h) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause 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 this clause.

48. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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 either

of the following occurs:

(1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified

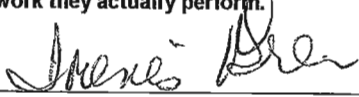
in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

(2) 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.

END of DOCUMENT

Agency Name: Housing Authority of the County of Santa Cruz	LR 2000 Agency ID No: CA029A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: July 1, 2016	Expiration Date: June 30, 2017

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.



 HUD Labor Relations
 (Name, Title, Signature)

6/20/2016

 Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Grounds Worker I	14.65	6.41
Grounds Worker II	15.78	6.63
Maintenance Custodian	15.38	6.55
Maintenance Worker I	20.71	7.57
Maintenance Worker II	23.43	8.09
Maintenance Plumber	20.12	7.46
Maintenance Electrician	20.12	7.46
Maintenance Aide	14.30	6.34

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

Landscape Service Contract 2017

EVALUATION CRITERIA AND SCORING – Appendix I

All proposals will be evaluated by Housing Authority staff and other parties that may have expertise or experience in landscape maintenance services. A contractor will be selected in accordance with the criteria herein. The evaluation of the proposals shall be within the sole judgment and discretion of the Housing Authority staff.

As a result of this RFP, the Housing Authority intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the Housing Authority, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value. The goal is to award a contract to the bidder(s) that proposes the Housing Authority the best quality as determined by the combined weight of the evaluation criteria. The Housing Authority may award a contract of higher qualitative competence over the lowest priced response.

The proposer must submit a concise description of its managerial capacity to deliver the proposed services, including brief professional resumes for the persons identified to work on this project. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

Completeness of Response (Pass/Fail):

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, may be rated a Fail in the Evaluation Criteria and may receive no further consideration.

Debarment and Suspension (Pass/Fail):

Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.

Additional evaluation of Proposals will be weighted, as follows:

1. **EXPERIENCE:** Respondents will be awarded up to 25 points for Experience in providing maintenance services.
Does proposer possess working experience with projects of a similar size & does the proposer have a list of references for similar type work, including number of years and/or projects that reflect this experience?
Does the project manager assigned to the project have experience on projects of similar type and size?
Are resumes complete and do they demonstrate experience relevant to the services required in this RFP?
What experience does the firm have identifying tree and plant disease and providing necessary treatment?
What experience has the firm had in making recommendations for other types of landscaping when they notice one type is not thriving or for things such as seasonal color?
Does firm have tree service division and/or possess a D-49 "Tree Service License" license?
Does firm have license/certification, including related training requirements to perform herbicide and/or insecticide applications?

2. **Capacity/Understanding:** Respondents will be awarded up to 20 points for their Capacity/Understanding.
Does the proposer understand the purpose of the project & did proposer provide a summary of the overall approach to the project?
Did proposer submit a work schedule that meets the requirements/demonstrates when each of the required services will be completed and how many employees will be dedicated to each required service?
Does the proposer understand the tasks involved to maintain the landscaping on a weekly and monthly basis?
Does proposer have familiarity with the area/vicinity of work locations?
What is the firm's emergency response plan in the event a sprinkler main is damaged and water needs to be turned off?

3. **Pricing:** Respondents will be awarded up to 20 points for Pricing.

4. Respondents will be awarded up to 15 points for their experience in meeting MBE/WBE, County of Santa Cruz Local Hiring, Davis-Bacon, and HUD Section 3 requirements.

5. **Innovation:** Respondents will be awarded up to 10 points for their experience and proposed practices including the following - *Community hiring, engaging community stakeholders and building effective community partnerships and collaborations, utilizing local suppliers and retailers, sustainability/Green practices, effective schedule and budget management throughout the maintenance process.*

6. **Interview/Presentation:** Respondents will be awarded up to 10 points for their interview/presentation.
Do the interview participants demonstrate interest and enthusiasm in the project?
Is the presentation well organized?
Is the presentation informative and demonstrates how the work will be performed?
Is the firm's project manager present? Does the project manager actively participate in the presentation?
Does the presentation instill confidence that the project will be successfully executed and completed on time? Are the roles of the team or key staff explained?

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