

The Housing Authority of the City of South Bend (HASB) will accept proposals for Landscaping Services provided at our various Developments, Properties and Office locations, until 4:30 p.m. on July 7, 2024, at the HASB office located at 501 Alonzo Watson Drive, South Bend, IN. If delivered in person or by courier, the bid must be date and time stamped by the HASB receptionist by 4:30 p.m. Ordering **Instructions:** The bid specifications package can be accessed from the HASB's website at www.hasbonline.com under the procurement tab. **PLEASE READ BID PACKAGE IN ITS ENTIRETY AND VISIT THE PROPERTIES BEFORE BIDDING.** There will be no pre-proposal bid meeting. Please submit questions in writing to Carolyn Archie, Procurement Manager at carchie@sbhaonline.com.

Request for Proposals

For

Landscaping Services at Various Properties and Offices

For The

Housing Authority City of South Bend

RFP 2024-03-08-LS-001

Notice: Contact with members of the HASB Board of Commissioners, or HASB officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if HASB meets in person with anyone representing a potential provider to these services to discuss the RFP, an addendum will be issued to address all questions so as to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

Republished: June 17, 2024

GENERAL INFORMATION

PURPOSES OF THIS REQUEST FOR PROPOSALS

The HASB will enter into indefinite quantity contract(s) for one (1) year, which can be awarded to one or more proposers. With the company(s) that has the highest ordinal bid evaluation score(s) on the primary or any alternative grouping. The HASB may also extend any contract for an additional two (2) years.

ATTACHMENTS

The following attachments are herein incorporated by reference for all purposes as post of this “Landscaping Services Proposal Solicitation and Scope of Work:

- a. Scope of Work
- b. Proposed Rates
- c. HUD 5369-B (on website)
- d. HUD form 5370-C Part 2 (on website)
- e. Section 3 Preference Explanation (on website)
- f. Section 3 Plan (on website)
- g. Section 3 Submittal Form (provided if using Section 3 Preference)
- h. HUD 50070-Certification of Drug Free Workplace (on website)

FORMAT OF BID

No contract will be awarded without the following forms being completed:

1. Proof of Insurance
2. Completion of Pricing Sheet/Bid Form
3. Section 3 Compliance Form
4. Section 3 Declaration Form (if applying for bonus points)
5. Financials and/or lines of credit (when requested)
6. List of at least three (3) references of work completed within the last two (2) years
7. HUD Forms
8. Company Profile
9. Non-Collusive Affidavit
10. Contractors must submit a City of South Bend license (if applicable)

At the time bids are opened, to be considered responsive, bids *must* contain the following:

- Proof of Insurance
- Equipment list
- Pricing Sheet/Bid Forms

CONDITIONS

The Housing Authority will not pay any cost incurred in the preparation or submission of any bid or any cost incurred in anticipation of a contract. The Bidder understands that the Executive Director of the Housing Authority shall be the sole authority to legally commit the Housing Authority to any expenditure of public funds for this procurement, subject to approval by the Board of Commissioners. The Housing Authority reserves the right to award one or more contracts to a single or multiple contractor(s) after receipt of bids without further discussion. Therefore, it is emphasized that all bids should be submitted initially on the most favorable terms. The Housing Authority reserves the right to reject all bids and to waive any informality whenever such rejection or waiver is in the best interest of the Housing Authority. This RFP in no way obliges the Housing Authority to award a contract. Contractor(s) shall have staff, qualified by training and experience, to perform the services required. All persons employed by the Contractor(s) in the performance of any work under this Agreement shall be agents and employees of Contractor(s) only. Neither Contractor(s) nor any employees or agents of Contractor(s) shall be deemed as employees of the HASB for any purpose whatsoever. **Contractor(s) is responsible for obtaining identification bags on all his/her employees. Under no circumstance will a crewmember be allowed to work at development site(s) without his/her ID on his/her person at all times.** Contractor's personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the Housing Authority. If any of the Contractor's personnel are not satisfactory to the Housing Authority, Contractor(s) shall replace such with personnel with satisfactory replacements. The Contractor(s) shall coordinate the work with the Housing Authority as much as possible. Regular reports of progress shall be required.

Without invalidating this Agreement, the Housing Authority may at any time order extra work, alterations, additions to, or deductions from the work and the Agreement sum shall be adjusted accordingly. Any change or extra work resulting in additional cost must be made in advance and **approved in writing** by the Housing Authority's Executive Director. All such extra work shall be executed in accordance with the terms and conditions of this Agreement. Contractors may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the evaluators' judgment regarding the number of points scored is not appealable. The following Appeal Procedure applies to Contractors who wish to appeal a disqualification of Bid or award of contract:

Contractors shall submit a written appeal to the Executive Director. Appeals must be received by the Executive Director no later than 4:30 (EST) on the fifth day after the postmarked date of the Notice of Award/Non-Award. Send appeals to:

APPEAL OF BID ACTION
Attn: Executive Director
501 Alonzo Watson Dr.
South Bend, IN 46601

The appeal must specify the basis for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. Appeals not filed within the time specified herein or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed without further review.

PERMITS, LAWS, AND REGULATIONS

The Contractor(s) **will** secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of services. **A copy of the permit will be made available to HASB upon the contractor's receipt of the permit.** Where the Housing Authority **chooses to** arrange for the issuance of all or part of these permits, fees, and licenses, without cost to the Contractor(s), the contract amount shall be reduced accordingly. The Contractor(s) shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules, and regulations in accomplishing the work. The service performed shall be in conformance with and meet all industry standards. The Contractor(s) shall agree that, in a suit and/or claim in mediation or arbitration to enforce the rights and/or obligations of a Contract under this Bid, should the HASB prevail in prosecution or defense of said suit and/or claim, the HASB shall be entitled to its reasonable attorney's fees, court costs and other reasonable litigation expenses, including, but not limited to, expert fees, costs of exhibits, staff time in the preparation for and/or attendance at trial, investigation expenses, and travel expenses. The Contractor(s) shall agree to indemnify and keep, hold, and save harmless the Housing Authority from and against all liability, penalty, losses, damages, expenses suits and judgments arising from injuries on Housing Authority property premises during the term of the Contract to person or property of any nature.

STATEMENT OF LIABILITY

The Contractor's responsibility for damages shall be as follows:

- The Contractor(s) shall be responsible for all losses, damages or injuries that occur because of his fault or negligence, as well as those losses, damages or injuries resulting from acts of his employees.
- The Contractor(s) shall carry all liability, workers' compensation, and other types of insurance necessary to hold the Housing Authority free of liability for all actions of the Contractor(s) and/or his/her employees due to performance, equipment, or contract scope.
- The Contractor(s) shall list any additional insurance coverage it secures and shall provide the Housing Authority with evidence of its designation of the Housing Authority as an additional insured on each of its policies. The insurance company shall directly notify the Housing Authority of any changes in the policies. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the HASB by the insurance company.

Professional Liability	Required Limits
HASB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational service to HASB such as appraisers, inspectors, attorneys, engineers, or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
HASB and its affiliates must be named as additional insured and as the certificate holder. Must include both owned and unowned vehicles.	\$1,000,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. A waiver of Subrogation in favor of HASB must be included in the Workers' Compensation policy. HASB and its affiliates must be named as a Certificate Holder.	Statutory \$1,000,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at HASB properties. HASB and its affiliates must be name as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

LAPSE IN INSURANCE COVERAGE

In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense and pay HASB in full for all costs and expenses incurred by HASB under this Contract because of Contractor's failure to maintain insurance required, including costs and reasonable attorney's fees relating to HASB's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, HASB shall retain from monies or payments owed to Contractor by HASB ten percent (10%) of the value of the Contract and place this retainage in an account to cover HASB's potential exposure to liability during the period of the lapse. This retainage shall be held by HSAB until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled,

or expired and shall be released if no claims are received or lawsuits filed against HASB for any matter that should have been covered by the required insurance.

HASB'S RESERVATION OF RIGHTS

HASB reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HASB to be in its best interests.

HASB reserves the right not to award a contract pursuant to this RFP.

HASB reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to successful proposer(s).

HASB reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

HASB reserves the right to retain all proposals submitted and not permit any proposal withdrawals for a period of 90 days after the deadline for receiving proposals without written consent from the Contract Administrator (CA)

HASB reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of the HASB, successfully concluded within a reasonable timeframe, the HASB shall retain the right to end such negotiations.

HASB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

HASB shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

HASB reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HASB's ED in writing within five (5) days of the discovery of any item that is issued thereafter by HASB that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HASB, but not prospective proposer, of any responsibility pertaining to such an issue.

HASB reserves the right, prior to award to revise, change, alter or amend any instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing or within any addenda issued. All addenda will be posted on HASB's website www.hasbonline.com. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

In the case of rejection of all proposals, HASB reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of HASB, the best interest of HASB will be promoted.

HASB reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

HASB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HASB, if:

- a. Funding is not available,
- b. Legal restrictions are placed upon the expenditure of monies for this category or services or supplies.

HASB reserves the right to make an award to more than one proposer based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO),

HASB reserves the right to request additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by HASB within two (2) days of written request.

HASB reserves the right to amend the contract any time prior to contract execution.

HASB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, HASB reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a high cost (difference between Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

COST OF SERVICES

The Contractor(s) shall include in his/her bid the all-inclusive cost to be charged to the Housing Authority for the provision of Landscaping Services as defined on the Scope of Work. It **MUST** accompany any bid *in order for that bid to be responsive*. Contractor(s) will provide the required chemical, supplies, tools, and equipment to fully comply with the Scope of Work listed in Attachment A.

Contractor(s) shall comply with all applicable federal, state, and local laws regarding no smoking on HASB properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by proposer to accomplish the work as specified in this RFP and any resulting contract.

Regulatory: Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain licenses or permits required to provide the services.

The contractor shall utilize Section 3 residents and businesses to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 10-point bonus for hiring Section 3 residents on any contract resulting from this RFP and a 20-point bonus for a Section 3 qualified contractor. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

RESPONSIBILITY FOR SUBCONTRACTORS

All requirements for the “Prime” contractor shall also apply to all subcontractors. It is the Prime Contractors’ responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HASB for the performance under this RFP or any resulting contract.

Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to HASB. Prospective employees whose criminal history checks disclose a misdemeanor or felony conviction involving crimes of moral turpitude or harm to person or property shall not be used to perform work under this RFP or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).

Contractor(s) shall provide at its own expense all equipment, labor, materials, and tools to perform all services required under this RFP and any resulting contract.

If any employee of the Contractor(s) is deemed unacceptable by HASB, Contractor(s) shall immediately replace such personnel with a substitute acceptable to HASB.

CONDITIONS OF PROPOSERS

Prospective proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work. Failure by the prospective proposer to provide the requested information may, at HASB’s discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

RFP FORMS, DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of products offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the proposal submittal. Failure to take exception to specifications or referenced data will require Contractor to furnish specified brand names, numbers, etc.

SUBMISSIONS AND RECEIPT BY HASB

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by HASB. No proposal received after the designated dealing shall be considered.

Proposers are cautioned that any proposal submittal that is time-stamped as being received by HASB after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposals inadvertently opened shall be ruled to be invalid. No responsibility will attach to HASB or any official or employee thereof, for the pre-opening of, or the failure to open a proposal addressed an identified.

A total of one (1) signature copy (marked "ORIGINAL") and three (3) exact copies (marked "COPY") shall be placed unfolded in a sealed envelope with proposer's name and return address and addressed as follows:

All proposals must be submitted in a sealed envelope marked "Landscaping Services" with the responder's name and address on the exterior of the envelope and ***received and date and stamped at the Front Desk of the Housing Authority City of South Bend, 501 Alonzo Watson Drive, South Bend, IN 46601***, no later than 4:30 pm on July 7, 2024. Proposals received after 4:30 pm will NOT be opened and will not be returned to the responder. The determination as to whether a Proposal is timely received will be at the sole discretion of the Housing Authority.

Responders are advised that mailed Proposals will not be considered until actual receipt by the HASB and that any delay in delivery is at the sole risk of the Responder. HASB is not responsible for any lost or delayed Proposals. Mail should be mailed as follows:

Housing Authority City of South Bend
Attention: Carolyn Archie, Procurement Manager
501 Alonzo Watson Drive
South Bend, IN 46601

Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by HASB unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HASB, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HASB retains the right to accept or reject any proposed withdrawal for a mistake.

BILLINGS & PAYMENTS

The HASB will pay contracts on a Net 30-day basis. **No payment will be made for work invoices that are not accompanied by a completed WH-347** and a finalized certificate of completion form or some type of work order of worked performed. An early payment (within 10 days) may be requested with a 10% discount to the HASB (this option is at the sole discretion of HASB).

BILLING PROCEDURES

All contractors will keep copies of timecards and paychecks, by address where the work was performed, for all employees used at HASB properties (digital is acceptable). Payroll audits of employee pay rates and classification will occur periodically. All contractors agree to make their employees available for such interviews. Should any irregularities not be able to be adequately explained to the HSAB, the HSAB SHALL refer any such unresolved irregularities to the appropriate Department of Labor office for further action.

Exceptions to Specifications:

A prospective proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the HASB, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to that he/she is taking exception. Proposed alternate documents or information must also be included. HASB reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer's request.

When taking exception prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved “equal” requested may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HASB officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

PROPOSAL EVALUATION

Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are publicly open, and the results will be a matter of public record. When HASB has concluded all evaluations has chosen final top-rated proposer(s), has completed the award and is ready to issue such results, HASB shall notify all proposers.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

Evaluation Responsibility: HASB shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer(s)’ level of responsibility. HASB will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HASB. All proposals would be evaluated as to their overall value to HASB.

Restrictions: All persons having familial (including in-laws) and/pre-employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation in HASB’s evaluation. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HASB’s evaluation panel.

Criteria	Points
Past Performance/Prior	25
Price (total and by alternatives)	75
Section 3 Bonus	2,4,6
Total Score	

Competitive Range: Once a competitive range is established from the proposals submitted, HASB reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HASB's discretion, be reason for rejection:

If the forms furnished by HASB are not used or are altered or if the proposed costs are not submitted as required and where provided.

If all requested completed attachments do not accompany the proposal submittal.

If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

If the proposer(s) adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs more than 25% from HASB's cost estimate for that item.

Disqualification of Proposer(s): Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer(s) and the rejection of his/her proposal:

Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposer or proposers for any future work with HASB until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusions shall be reported to HUD and any other inquiring governmental agency.

More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s),

Unsatisfactory performance record as shown by past work for HASB or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.

Incomplete work, which in the judgment of HASB, might hinder or prevent prompt completion of additional work, if awarded.

Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

Failure to comply with any qualification requirements of HASB.

Failure to list all subcontractors (if subcontractors are allowed by HASB) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

As required by the RFP documents, failure of the successful proper to be properly license by the City, County and/or the State of Indiana and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

Any reason to be determined in good faith, to be in the best interest of HASB.

Award of Proposal(s): The successful proposer(s) shall determine by the top-rated responsive and responsible proposer(s) as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HASB, to the best interests if HASB to accept the proposal after preferences for Section 3 business concerns are considered. HASB reserves the right to award multiple contractors if it is determined to be in the best interest of HASB.

Right to Protest

Rights: Any prospective or actual proposer(s), offeror(s) or contractor(s) who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of fight for that alleged aggrieved protestant.

Definition: An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by HASB and wished HASB to correct the alleged inequitable condition or situation.

Eligibility: To be eligible to file a protest with HASB pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., recipient of the RFP documents) when the alleged situation occurred. HASB has no obligation to consider a protest filed by any party that does not meet these criteria.

Procedure: Any actual or prospective contractor(s) may protest the solicitation or award of a contract for material violation of HASB's procurement policy. Any protest against a HASB solicitation must be received before the due date for receipt Proposals or proposals and any protest against the award of a contract must be received within ten (10) calendar days after contract award of the protest will be not considered.

DISPUTES UNDER THE CONTRACT

Procedures: In the event that any matter, claim, or dispute arises between the parties, whether related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two (2) months after selection of the arbitrator.

ADDITIONAL CONSIDERATIONS

Required Permits and Licenses: Unless otherwise stated in the RFP documents, all federal, state, or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HASB or the proposers at the time of the proposal submittal dealing or the award, shall be the sole responsibility of the successful proposer and all offer submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

Taxes: HASB as a governmental entity, is exempt from Indiana State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state, and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The successful proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer(s) for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

Delivery: All costs submitted by the successful proposer(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid, and allowed unless otherwise stated in this RFP.

The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before specified date constitutes an event of default by the successful proposer. Upon default, the successful proper agrees that HASB may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

Work on HASB property: If the successful proposer's work under the contract involves operations on HASB premises, the successful proper(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HASB.

Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HASB. Also, any substitution of subcontractors must be approved in writing by HASB prior to their engagement.

Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security tax, Federal and State Unemployment tax, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer(s) further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and HASB may pursue compensatory and/or liquidated damages under the contract.

Limitation of Liability: in no event shall HASB be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

Public/Contracting Statutes. HASB is a governmental entity as that term is defined in the procurement statutes. HASB and this RFP and all resulting contracts are subject to federal, state, and local laws, rules, regulations, and policies relating to procurement, as applicable.

Termination: Any contract resulting from this RFP may be terminated under the following conditions: By mutual consent of both parties, and

Termination for Cause: As detailed within the attached HUD Forms.

HASB may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, or fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from HASB, fails to correct such failures within seven (7) days or such other period as HASB may authorize or require.

Upon receipt of a notice of termination issued from HASB, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by HASB in the notice of termination.

HASB may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

Termination for Convenience:

In the sole discretion of the Contracting Officer, HASB may terminate all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of HASB.

The rights and remedies of HASB provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, HASB shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HASB any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

Examination and Retention of Contractor's Records: HASB, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, 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 audits, examinations, excerpts and transcriptions.

Invoices (If applicable): Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her proposal or best and final offer as accepted by HASB.

Invoices must contain a complete description of the work or service that was performed, the contact price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.

Contractor(s) must submit a separate invoice for each purchase order issued by HASB unless prior approval is obtained from HASB.

Applicable Statutes, Regulations and Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11061
- Copeland "Anti-Kickback" Act (18 USC 874)
- Davis Bacon Act (40 USC 276s-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conversation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act())
- Age Discrimination Act of 1975
- Anti-Drug Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-23
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

Conflicting Conditions:

In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the Response. In the event that a conflict exists between any state statute or federal law the most restrictive term shall apply.

Scope of Work—Landscaping

General:

1. The routine service work performed in this contract(s) is comprehensive: all mowing, pruning, trimming, edging, fertilizing, etc. is to be performed on the entire area and landscape of each property, no exceptions.
2. All service work (litter pickup, mowing, trimming, edging, planting/flower bed work, etc.) necessary at each property, shall commence and be completed simultaneously and on the same day work starts, unless approved in writing by HASB's Manager of Planning and Development.
3. All properties shall be serviced every two weeks (or as outlined in bid sheet). If the growth rate experienced during the week mandates additional cuts, written approval by the HASB's Manager of Planning and Development must be obtained prior to starting.
4. Inspection of all landscape plants and grass shall occur during every scheduled service by a qualified technician with the knowledge and resources to accurately diagnose and treat any type of parasitic infection, disease and/or insects. Contractor shall provide a unit price cost for broadcast treatment of pesticide at each development, on an as-needed basis.
5. Application of chemicals (fertilizers, herbicides, pesticides, etc.) shall be made in accordance with all applicable Municipal, County, State, and Federal regulations, as well as manufacturer instructions. Additionally, any chemical application requiring the use of a licensed technician must be strictly followed. All chemicals must be approved and registered by the Environmental Protection Agency (EPA) and considered safe for use in residential areas.
6. After award of Contract(s), Contractor is to submit a list of chemicals to be use in the performance of contract, along with the EPA registration and Material Safety Data Sheets (MSDA sheets) within ten (10) working days after signing contract.
7. HASB staff will routinely conduct quality assurance inspections on completed work and work-in-progress.
8. The Contractor(s) will pay at least the legal minimum wages to all its employees, including any and all subcontract employees, as Determined by the United States Department of Labor and the United States Department of Housing and Urban Development.
9. Within ten (10) working says after commencement of this agreement, contractor shall issue a schedule of work for each development, to Procurement Manager, which lists the date and time that all work will commence and be completed in entirety. Thereafter, the schedule cannot be altered unless approved in writing by both HASB Procurement Manager and the Property Manager, prior to the scheduled work.
10. Contractor(s) must provide, at the Contractors own expense, all equipment, chemicals, labor, materials, supplies, tools, etc., necessary to perform the entire service.

11. Contractor(s) must always maintain all equipment in proper and safe operating condition in accordance with manufacturer's specifications.
12. Contractor(s) will clean-up entire property area, including, but not limited to, all landscape service areas, walkways, sidewalks, driveways, throughfares and streets, and legally dispose of off-site, all trash, litter, debris, prior to and immediately after each service (***if not done, it will result in termination of contract***).
13. Debris shall be blown away from all buildings and apartments to eliminate debris under doors and on structures.
14. All site drainage devices, including, but not limited to, area drains and grates, curb openings, drainage swells, sidewalks culverts, etc., shall be cleaned during every service to ensure proper operation.
15. The Contractor(s) shall replace, at the Contractor's expense, all plants or grass that die due to Contractor's negligence. Any plants or grass that dies due to reasons beyond Contractor's control shall be replaced on a unit price basis, only after authorization and verification of quantities by HASB's Manager of Planning and Development.
16. Contractor (including any and all contract of subcontract employees, etc. incidental to this contract) is to be cognizant of safety at all times and take necessary precautions, not cause harm to any persons or property while performing services. Extreme care shall be maintained around pedestrians and parked cars.
17. No unit price work is to occur without written approval and verification of quantities by the HASB's Manager of Property Manager.

Grass & Lawn Areas:

During each property service, unless otherwise noted, the following must occur:

- a. Prior to and after each mowing service, Contractor(s) is to pick up (and legally dispose of off-site) all trash, litter, branches, and debris, over the entire lawn and service areas.
- b. All grass shall be mowed completely, to a height not to exceed to 3 inches.
- c. If during the mowing process the length of grass does not allow for proper mulching, leaving excessive grass or leaf clipping on the lawn, bagging is required. If grass clippings are bagged, rather than mulched, they must be legally disposed of off-site.
- d. All grass shall be tried and edged completely and neatly in a linear manner, to a height not to exceed two inches and not have any growth over or on to any sidewalks, fence lines, streets, parking areas, foundations, dumpster pads, shrub beds, ground cover beds, planting beds, flower beds, and any other man made or natural abutment.
- e. Weed trimmers will be used where mowers cannot reach.
- f. All common areas are to be mowed by Contractor(s).
- g. During seasons of extended drought, mowing should be suspended or limited, but only after specific, written approval to do such by HASB's Procurement Manager's obtained.
- h. All grass areas shall be fertilized two (2) times per year (Spring, and Fall) with a slow release, non-burning fertilizer that is designed for the respective species of grass.
- i. Aerate lawn areas once per year, immediately prior to Spring fertilization.
- j. Apply pre-emergent and post-emergent herbicide as necessary to maintain weed-free turf.

- k. Inspection of all grass shall occur during every scheduled service by a qualified person with the knowledge and resources to accurately diagnose and treat any type of parasitic infection and disease.
- l. All grass and weeds growing up through cracks, openings, etc., in sidewalks, curbs, roads, parking areas, walls, etc. must be killed immediately, using effective, safe, and environmentally friendly herbicide.
- m. Edging shall be done on all properties initially with an edging tool and then maintained with weed wackers.

Shrub Care:

During each property service, the following must occur:

- a. Prior to and after each mowing service, Contractor(s) is to pick up (and legally dispose of off-site) all trash, litter, and debris, over the entire lawn and service areas including, but not limited to, all shrub areas and beds.
- b. Remove and legally dispose of all dead or dying branches and twigs on all shrubs.
- c. Remove and legally dispose of all suckers growing at or near the base of all shrubs and trees.
- d. Remove and legally dispose of all nuisance growth: prune branches that grow beyond the face of, or interfere, or will interfere with any utility lines or equipment, buildings, downspouts, fences, walls, parking areas, street or thoroughfares, curbs, or walkways (ex: Mulberry, Ivy's, Sumac, etc.).
- e. Remove and legally dispose of all branches in pedestrian areas that are less than 8 feet high.
- f. Prune all shrubs so that a symmetrical appearance is maintained. Do not prune shrubs into any unnatural shape unless specifically instructed to do so by the HASB.
- g. All weed growth on shrubs or in shrub beds will be removed manually during each service.
- h. Prune all species, which bloom on the year's last growth, after the spring blooming period. On all others, prune during the winter dormancy or at optimal times for species.
- i. All pruning must occur in conformance with proper horticultural standards and techniques as designated for the South Bend geographical zone.
- j. All shrub beds must be completely mulched to a depth of three (3) inches, once per year using red shredded bark. The use of any other material for mulch can only occur after written approval has been obtained by the SBHA Executive Director.
- k. All shrubs shall be fertilized twice per year (April and September) with a slow release, non-burning fertilizer that is designed for respective species of shrub.
- l. Inspection of all shrubs shall occur during every scheduled service by a qualified technician with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease.

Contract Form:

Attachment 1, Proposal Rate Sheet BID FORM 2023--Landscaping

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
501 Alonzo Watson	Spring Clean	1 time		
	Mowing weekly			
	Spring Mulch	1 time		
	Shrub Trimming	monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Quads 425 Alonzo Watson	Spring Clean	1 time		
	Mowing weekly			
	Spring Mulch	1 time		
	Shrub Trimming	monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
LaSalle Landing	Spring Clean	1 time		
	Mowing weekly			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Harber Homes	Spring Clean	1 time		
	Mowing weekly			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control Applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Sidewalks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Twyckenham Apts	Spring Clean	1 time		
	Mowing weekly			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control Applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Sidewalks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) Hilde Court 1611 1613 1615 1617 1625 1627	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) Haney Street 1242 1244 1246 1248	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) Oak Park 1115 1145 1117 1147 1139 1149 1141 1151 1143 1153	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) Francis Street 621 623 625 627	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) 29 th Street 1235 1237 1301 1303 1305 1307	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
(Duplex) Emerson Street 1214 1216	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Spring Mulch	1 time		
	Shrub Trimming	Monthly		
	Spring Aeration	1 time		
	Fertilizer weed control applications (Spring/Fall)	2 times		
	Fall Clean-up	1 time		
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Vacant Lot-Meade St 1902		1 time		
	Mowing (bi-weekly)			
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Vacant Lot-Warren St 1725 1801	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Vacant Lot 526 St. Vincent	Spring Clean	1 time		
	Mowing (bi-weekly)			
	Hard Edge Side Walks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Vacant Lot-Grandview Corner of Linden & Grandview perimeter	Mowing (bi-weekly)			
	NO sidewalk or curbs			
Development Cost:				

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

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

1. Minimum Wages

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

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

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

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

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

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

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor 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.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024
2	02/09/2024

ELEC0153-006 06/08/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	18.29

ENGI0150-034 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe..	\$ 42.15	37.20
Bobcat/Skid Steer/Skid		
Loader.....	\$ 42.15	37.20
Bulldozer.....	\$ 42.15	36.05
Loader.....	\$ 42.15	37.20

ENGI0150-052 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade.....	\$ 30.75	34.25
Roller.....	\$ 29.40	34.25

LABO0081-006 04/01/2022

	Rates	Fringes
LABORER (Pipelayer).....	\$ 31.74	23.63

LABO0081-007 06/01/2022

	Rates	Fringes
LABORER (Common or General).....	\$ 37.34	26.03

PLUM0136-013 04/01/2023

	Rates	Fringes
PLUMBER.....	\$ 41.02	20.43

* UAVG-IN-0010 01/17/2024

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.86	28.82

SUIN2023-011 05/17/2023

	Rates	Fringes
BRICKLAYER.....	\$ 26.27	4.31
CARPENTER.....	\$ 23.43	9.44
ROOFER.....	\$ 27.22	14.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

History

- Feb 09, 2024 [IN20240051 - Modification 2](#)
- Feb 09, 2024 [IN20240051 - Modification 1](#)
- Feb 02, 2024 [IN20240051 - Modification 0](#)