

The Housing Authority of the City of South Bend (HASB) will accept proposals for Landscaping Services and Snow Removal Services provided at our Development and Office sites until 4:30 p.m. on March 27, 2025, at the HASB office located at 501 Alonzo Watson Drive, South Bend, IN.

If proposals are delivered in person or by courier, the bid must be date and time stamped by the HASB receptionist by 4:30 p.m. Proposal may be emailed to carchie@housingauthoritusouthbend.org
Ordering Instructions: The bid specifications package can be accessed from the HASB's website at www.housingauthoritusouthbend.com under the procurement tab. There will not be a pre-proposal bid meeting. Please submit questions in writing to Carolyn Archie, Procurement Manager at carchie@housingauthoritusouthbend.org.

Request for Proposals

For

Landscaping Services at Development & Office Sites

For The

Housing Authority City of South Bend

RFP 2025-03-19-LSSR-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 insure 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.

Published: March 19, 2025



GENERAL INFORMATION

PURPOSES OF THIS REQUEST FOR PROPOSALS

The HASB will enter into indefinite quantity contract(s) for two (2) years, 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
- d. HUD form 5370-C Part 1 & 2
- 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 contractors 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 obligates 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 with the number of points cored 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 Directors. 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:

APPREAL 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 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 1,000,000
Business Automobile Liability	Required Limits
HASB and its affiliates must be names 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 as a result 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, HASN 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 subsequent to 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 CA 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 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.housingauthoritiesouthbend.org. 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 require 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 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 and snow Removal 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.



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. 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 any and all subcontractors. It is the Prime Contractors’ responsibility to ensure the 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 discloses 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 two (2) 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 and Snow Removal Services" with the responder's name and address on the exterior of the envelope and **received and date and stamped at the Front Deck of the Housing Authority City of South Bend, 501 Alonzo Watson Drive, South Bend, IN 46601**, no later than 4:30 pm on March 27, 2025. 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.

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-personal 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 proposal 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 on 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
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 does 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 HASN’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 proper(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 applied 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 sire 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 his 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 RP, 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, contract 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 HASB Planning and Development or 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 Planning and Development.

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 law, bagging is required. If grass clippings are bagged, rather than mulched, they must be legally disposed of off-site.
- d. All grass shall be trimmed 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 Manager of Planning and Development is obtained.
- h. All grass areas shall be fertilized three (3) times per year (Spring, Summer, 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 Contract Administrator, respective Manager of Planning and Development.
- 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.



Attachment 1

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Contract Form:

Attachment 1, Proposal Rate Sheet BID FORM 2025-Landscaping

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
501 Alonzo Watson	Spring Clean	1 time		
	Trash Removal before Mowing			
	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
Quads 425 Alonzo Watson	Spring Clean	1 time		
	Trash Removal before Mowing			
	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
LaSalle Landing	Spring Clean	1 time		
	Trash Removal before Mowing			
	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:				



Attachment 1, Proposal Rate Sheet BID FORM 2025-Landscaping

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Harber Homes	Spring Clean	1 time		
	Trash Removal before Mowing			
	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 Sidewalks & Curbs	Monthly		
Development Cost:				

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Twyckenham Apartments	Spring Clean	1 time		
	Trash Removal before Mowing			
	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
Laurel Court Apartments	Spring Clean	1 time		
	Trash Removal before Mowing			
	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:				



Attachment 1, Proposal Rate Sheet BID FORM 2025-Landscaping

Address	Task	Frequency	Cost of Service @ each Frequency	Annual Total
Edison Garden Apartments	Spring Clean	1 time		
	Trash Removal before Mowing			
	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
South Bend Commons Apartments	Spring Clean	1 time		
	Trash Removal before Mowing			
	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:				



Attachment 2

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Scope of Work-- Snow Season

The scope of work for this project involves snow removal from the locations identified in Attachment 2 of this RFP. Buildings and the common area's sidewalk and parking lots shall be cleared of snow and sidewalks as indicated in the Invitation for Bids.

1. Equipment:

The Bid requests that Contractors provide a list of snow removal equipment available for hire, their capacity, and the names of contract personnel. The following fleet of how clearing equipment shall be dispatched during the snowstorms.

During excessive snow falls, which may require heavy equipment usage or dump trucks for snow relocation, **HASB approval is required**. The Contractor will be required to confirm per hour equipment rates pricing before plowing begins. The Contractor will be responsible for removing snow from all parking lots and sidewalks identified in Attachment 2.

2. Driveways:

During snow plowing operations, care shall be taken not to deposit removed snow in vehicle driveway approaches. Where snow plowing is done by a grader equipped with a snow gate, any spillage over the gate resulting in a drift more than 300mm (12 inches) shall be removed.

3. Sidewalks:

Sidewalks included in the quote are to include all curb sides.

Services at 501 Alonzo Watson Drive main office requires parking lots and sidewalks to be cleared before 6:00 a.m.

a. Main office must be cleared Monday through Friday on an as needed basis.

b. The entire 501 Alonzo Watson Drive, including the Quads, must be cleared by 7:00 a.m. (Note: Defined as all curb side walks, up to and including individual addresses, walks/porches, and common areas.)

c. All development sites must be cleared by 7:00 a.m.

d. Priority shall be given to sidewalks flanking arterial streets.

e. Sidewalks adjacent to curbs shall be plowed with the streets.

f. Concrete should be visible and free of snow and ice.

4. Parked Vehicles:

During snowplow operations, where snow has gathered between vehicles in parking lots, manual removal is required.



NOTE: Contractors must present the HASB with their defined contingency (BACK UP) Plan for snow events that the accumulation surpasses the Contractors ability to respond within reasonable time. The contingency plan must be approved by the HASB before the award of Contract.

Contract Form:

Attachment 2, Proposal Rate Sheet BID FORM 2025-2026 Snow Season

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
		Cost of Services	Cost of Services	Cost of Services
501 Alonzo Watson		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
		Cost of Services	Cost of Services	Cost of Services
425 Alonzo Watson Quads		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
		Cost of Services	Cost of Services	Cost of Services
LaSalle Landing Community Center & Public Housing		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
		Cost of Services	Cost of Services	Cost of Services
Laurel Court Apts.		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				



Contract Form:

Attachment 2, Proposal Rate Sheet BID FORM 2025-2026 Snow Season

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
Edison Garden Apartment		Cost of Services	Cost of Services	Cost of Services
		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
Harber Homes Apartments		Cost of Services	Cost of Services	Cost of Services
		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
South Bend Commons Apartments		Cost of Services	Cost of Services	Cost of Services
		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Address	Specifics	Snow Accumulation	Snow Accumulation	Snow Accumulation
Twyckenham Apartments		Cost of Services	Cost of Services	Cost of Services
		2-4 inches	5-7 inches	8-12 inches
	Drive/Parking Lot			
	Sidewalks			
Development Cost:				

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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 non-construction 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-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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () 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.

(v) 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.
 - (i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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) 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). 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.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

HOUSING AUTHORITY OF SOUTH BEND

NON-COLLUSIVE AFFIDAVIT

(Contractor) _____

State of _____

City of _____

_____ Being duly sworn, deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/ Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price, for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of South Bend, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

Respondent, if OFFEROR is an individual

Partner, if the OFFEROR is a partnership

Officer, if the OFFEROR is a corporation

Subscribed and sworn to before me:

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____