

PROJECT MANUAL & BID DOCUMENTS

#26-S-0039

GROUNDKEEPING SERVICES



100 W. 13th Avenue
Eugene, Oregon 97401

Compliance & Data Analyst

Becky Bertrand
Ph: 541-682-2579
Email: rbertrand@homesforgood.org

GROUNDSKEEPING SERVICES

PROJECT #26-S-0039

PRE-BID MEETING:

**10 AM, Tuesday, August 11, 2026
300 W Fairview Drive
Springfield, OR 97477
(wait by the gate to the maintenance parking lot)**

BIDS DUE:

Thursday, September 3, 2026, at 2 PM

**Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401**

#26-S-0039

GROUNDSKEEPING SERVICES

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REQUEST FOR BIDS

#26-S-0039

GROUNDKEEPING SERVICES

REQUEST FOR BIDS

The Agency (Homes for Good Housing Agency) will be accepting Bids from qualified professional landscaping contractors for landscaping at 14 Agency-managed sites. The contractor shall provide all labor, materials, and equipment to complete the required work. All work shall be accomplished in accordance with the incorporated Request for Bids, Scope of Work, federal, state, and local codes and regulations, and to the highest industry standards.

Contractors, Sub-Contractors, Section 3 Certified Contractors, and all Minority Business Enterprises are encouraged to participate in this solicitation.

Work under these contracts is subject to HUD Determined Non-Routine (Expires 9/30/2026) Minimum wage rates.

1. PRE-BID MEETING

The pre-bid meeting will be held on **Tuesday, August 11, 2026, at 10 AM**. The meeting address is 300 West Fairview Drive. (Wait at the gate leading to the maintenance parking lot. Staff will escort contractors into the building).

All interested contractors are encouraged to attend.

2. BIDS DUE

All Bids for the work must be received at the Agency offices, 100 W. 13th Avenue, Eugene, Oregon 97401, **no later than 2 PM, Thursday, September 3, 2026**. Follow the sign in the foyer to the bid box at the base of the stairs. Bids are to be submitted on the forms provided in this Project Manual; in all cases, the submission must be original, be complete and signed.

A public bid opening will occur directly after the bid is closed. If you would like to attend, wait in the lobby for staff to escort all attendees to the bid opening.

Multiple contracts may be issued from this solicitation and will be awarded based on price and capacity of the awarded contractor.

3. CONTACT PERSON

The Compliance & Data Analyst for this solicitation is Becky Bertrand. She may be contacted by phone at (541) 682-2579 or via email at rbertrand@homesforgood.org.

4. PROJECT DESCRIPTION

The work includes, but is not limited to, mowing, trimming, and fertilizing during the appropriate times of year. Additional work includes maintaining shrubbery, flowerbeds, weeds, etc. as necessary to maintain proper maintenance. Miscellaneous work includes maintaining courtyards, property boundaries, berms, etc. This must be included as part of the work hours required for acceptable service. This document, Scope of Work, and Pre-Bid document the work that will be required under this contract.

Schedule:

The contract will be a 3-year contract, with two 1-year options to renew for a total period of five (5) years. Labor and material rate increases may be discussed with the first 3 months of each calendar year if materials and/or labor rates have increased.

5. OREGON LICENSE AND ENDORSEMENT REQUIREMENTS

All contractors shall be currently licensed with the Oregon Construction Contractor's Board- Landscape Division. The license shall be properly endorsed for the work to be performed.

Applicators of any chemical materials must be licensed as required through the Oregon Department of Agriculture, and the Oregon Contractors Board- Landscape Division.

6. APPLICABLE WAGE RATES

Prevailing wage rates are required on this project. This is federally funded work and therefore subject to **HUD Determined Non-Routine Wage Rates (expires 9/30/2026)**, payment requirements. Certified Payroll Reports are not required. The prevailing wage rates (including basic hourly rate and fringe benefits) determined to be prevailing wage with respect to an employee in any trade or position employed under this contract, are applicable to all employees engaged under the contract

State of Oregon Overtime payment rules apply.

7. SECTION 3 CLAUSE

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 people, particularly persons who are recipients of HUD assistance for housing.

See Section 3 Certification form in Bid Forms, Section 00300. Information regarding Section 3 compliance is included in Section 00900 of this manual.

8. INSURANCE REQUIREMENTS

At signing of contract, the awarded Contractor is required to provide the Agency with Certificates of Insurance showing the following Insurance is in force and will insure all operations under this contract:

(1) WORKERS' COMPENSATION, in accordance with State Law. The general contractor, its subcontractor, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(2) AUTOMOBILE LIABILITY for owned and non-owned motor vehicles used on the site or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

(3) COMMERCIAL GENERAL LIABILITY and Professional Liability: the minimum limit of liability shall be \$1,000,000 per occurrence, with a combined single limit for bodily injury and property damage.

The Contractor's General Liability policy shall name the Agency "Additional Insured" for this project, with an attached Endorsement Page, showing the additional insured as:

**Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401**

9. ENVIRONMENTAL CARE

Awarded Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both Homes for Good Housing Agency and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

10. DRUG FREE WORKPLACE REQUIREMENT:

In order to meet the requirements of the Drug Free Workplace Act each contractor must certify and agree to the following provisions before contract award (certification statement included on bid form).

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the PHA's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees about the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Company'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 of the Company be given a copy of the statement required by paragraph a.;

- d. Notifying the employee in the statement required by paragraph a. that, as condition of employment with the Company, the employee will–
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the Housing Authority within ten 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 the Compliance and Data Analyst on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions within 30 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. through f.

11. ADDENDA RECEIPT

Prospective Bidders are responsible for verifying with the Compliance and Data Analyst whether or not any Addenda has been issued for this project and that the bidder has received all Addenda that have been issued. Contractors are required to phone a minimum of five days prior to the date of the Bid opening to verify the issue of any Addenda.

12. AWARD OF CONTRACT

Homes for Good Housing Agency is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractors ineligible to receive awards from the United States.

Multiple contracts may be awarded under this solicitation. Contracts will be awarded to the responsible bidder submitting the lowest Bid, contractor capacity, provided the bid(s) is/are reasonable and affordable, complies with the Instructions to Bidders, and is in the interest of Homes for Good Housing Agency to accept it. The bidders to whom the award is made will be notified at the earliest practicable date. Homes for Good Housing Agency reserves the right to reject any and all bids not in compliance with all prescribed public bidding requirements and may reject for good cause or waive any informality in Bids received whenever such rejection or waiver is in the public interest to do so.

By execution of a contract with Homes for Good Housing Agency, the contractor certifies, under penalty of perjury that: (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts

13. EXECUTION OF CONTRACT

Subsequent to award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to Homes for Good Housing Agency a contract in the form furnished by Homes for Good Housing Agency.

In order to execute the contract, the bidder must submit the following forms along with the signed contract:

1. Certificates of Insurance
2. W-9

END OF SECTION

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 and 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:]

SECTION 00300

BID SUBMISSION FORMS

Please complete and submit all pages to page titled **"End of Bid Forms"**
and any Addendum Receipt issued for this project

BID FORM

#26-S-0039

GROUNDSKEEPING SERVICES

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications including, Instructions to Bidders, this bid, the form of Contract, the General and Special Conditions, the Scope of the Work, and Addenda, if any thereto, as prepared by Homes for Good and on file in the office at 100 W. 13th Avenue, Eugene, OR 97401, hereby proposes to furnish all labor, equipment, and materials for the Groundskeeping Services at up to 14 Homes for Good properties, as listed and bid below:

INSTRUCTIONS: Provide a cost for the Monthly Site Fee. Multiply it by 12 to get the Annual Total Cost.

	SITE	MONTHLY FEE	(X12) ANNUAL FEE
1	Cresview Villa 350 S. 2nd St, Creswell 97426	\$	\$
2	Fairview Office 300 W. Fairview Dr., Springfield 97477	\$	\$
3	Legion Cottages North I Street, Cottage Grove 97424	\$	\$
4	Lindeborg Place 840 Holly St.. Junction City 97448	\$	\$
5	Maplewood Meadows 2855 Matt Dr., Eugene 97408	\$	\$
6	Parkview Terrace 255 High St., Eugene 97401	\$	\$
7	Pengra Court 1038-1124:1270-1290 R St., Springfield 97477	\$	\$
8	Riverview Terrace 925 W. Main St., Cottage Grove 97424	\$	\$
9	Veneta Villa 25115 W. Broadway Ave., Veneta 97487	\$	\$
10	Abbie Lane Courts 1011 Abbie Ln., Eugene 97401	\$	\$
11	Firwood Apartments 2111-2143 W. 12th Ave., Eugene 97402	\$	\$
12	Fourteen Pines 2712-2844 Willakenzie Rd., Eugene 97401	\$	\$
13	Lazy Days Mobile Homes 52511 McKenzie River Hwy., Blue River 97413	\$	\$
14	Village Oaks 3602-3622 W 18th Ave., Eugene 97402	\$	\$

In submitting (these) bids, it is understood that the right is reserved by the Homes for Good Housing Agency to reject any, and all quotes. If written notice of the acceptance of this quote is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute the contract within 5 business days from receiving it via AdobeSign for an electronic signature.

Please see next page:

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

The bidder represents that **he [] has, [] has not**, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he [] has, [] has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

Certification of Non-Segregated Facilities: By signing this quote, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instruction to bidders.

Drug Free Environment Certification: By signing this quote, the bidder certifies that he will, or will continue to, provide a drug-free workplace while performing work at the contracted location, and will adhere and perform to the directions stipulated in the Special Conditions, item 18, Drug Free Work Place Requirement.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDERS SIGNATURE
ATTESTING QUOTE AMOUNTS AND OTHER CERTIFICATIONS

NAME OF BIDDER (Company): _____

COMPANY OFFICIAL ADDRESS: _____

CITY: _____ ZIP: _____

COMPANY FEDERAL ID #: _____ PHONE #: _____

BY (Print Name): _____

TITLE: _____

SIGNATURE _____ DATE _____
(SIGN ORIGINAL ONLY)

NOTE: Complete and Submit This Form with Bid

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

NOTE: Oregon law, ORS 701.075, requires your business to qualify as an independent contractor (demonstrate that you are in business for yourself and not an employee) in-order to be registered with the Construction Contractors Board (formerly called the Builders Board).

You can qualify as an independent contractor by certifying that you meet all the following standards as required by ORS chapters 310, 316, 656, 657, 670 and 701;

- (1) You provide labor and services free from direction and control, subject only to the accomplishment of specified results.
- (2) You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.
- (3) You furnish the tools or equipment necessary to do the work.
- (4) You have the authority to hire and fire employees to perform the work.
- (5) You are paid on completion of the project or based on a periodic retainer.
- (6) You are registered with the Construction Contractors Board (as required).
- (7) You filed Federal and state income tax returns for the business for the previous year if you performed labor or services as an independent contractor in the previous year.
- (8) You represent to the public that you are an independently established business, by indicating:

that you meet four (4) or more of the following:

- | | |
|-------|---|
| _____ | A) You work primarily at a location separate from your residence. |
| _____ | B) You have purchased commercial advertising, business cards, or have a trade association membership. |
| _____ | C) You use a telephone listing and service separate from your personal residence listing and service. |
| _____ | D) You perform labor or services only pursuant to written contracts. |
| _____ | E) You perform labor or services for two or more different persons within a period of one year. |
| _____ | F) You assume financial responsibility for defective workmanship and breach of contract, as evidenced by performance bonds or liability insurance coverage. |

I hereby certify that the above information is correct.

Signature: _____ Date: _____
(Owner, partner or corporate officer)

Entity: _____
(Company or corporation name)

Attention: This page must be signed and submitted with Bid.

SECTION 3 CERTIFICATION FORM

INSTRUCTIONS. In order for Homes for Good to meet the requirements of Section 3, each contractor is asked to certify whether or not they are a Section 3 business concern. The following information will assist in making that determination. After reviewing the information, please complete the certification at the bottom of the page which states that you are or are not a Section 3 Contractor.

Section 3 of the Housing and Urban Development Act of 1968 states that, to the greatest extent feasible, opportunities for training and employment should be given to very low/low income residents of the HUD-assisted project area." In the case of a Section 3 Certified business, should a job opening occur as a result of this contract, "a good faith effort" must be made to hire and/or train lower-income persons.

A SECTION 3 WORKER IS DEFINED AS:

Any worker who currently fits or when hired within the past five years fit at least one of the following:

- The worker's income for the previous or annualized year is below the income limit established by HUD. (see attachment)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

A TARGETED SECTION WORKER IS DEFINED AS:

- A worker employed by a Section 3 Business Concern OR
- A worker who currently fits or when hired fit at least one of the following categories within the past five years:
 - A resident of public housing or HCV;
 - A resident of other public housing projects or Section 8 assisted housing managed by the PHA providing assistance; OR
 - A YouthBuild worker

A SECTION 3 BUSINESS CONCERN MEANS:

HUD has recently changed the definition of a Section 3 Business:

- At least 51% owned by a Homes for Good resident(s) or HCV participant(s)
- At least 51% owned by a low-income person(s)
- A business where low-income persons make up a minimum of 75% of the labor hours

*Having read the Section 3 Clause. I hereby certify that **I am [] - am not []** a Section 3 business concern. I hereby certify will take steps to the "greatest extent feasible " to offer training and employment opportunities that may arise from this project to Section 3 residents:*

NAME OF COMPANY: _____

NAME OF SIGNER: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Attachment: Three References for Similar Work:

(May include work previously provided for Homes for Good)

NAME OF COMPANY OR BIDDER: _____

REFERENCE #1:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

REFERENCE #2:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

REFERENCE #3:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

I attest that the information presented is true and accurate. Permission is granted for Homes for Good to contact and/or review work with each of the above sites and companies.

Signature: _____

Attention: This page must be signed and submitted with Bid

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION 00300

**END OF
BID FORMS**

SECTION 00710

HUD-5370C

**General Conditions
For Non-Construction Contracts
Public Housing Programs**

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.

-
- (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 subcontractor/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:

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

- 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

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.

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#26-S-0039

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SPECIAL CONDITIONS

#26-S-0039

GROUNDKEEPING SERVICES

1. PROJECT SITE:

The project site is located in the 14 Agency-Owned sites in Lane County. See Scope of Work for addresses.

2. TIME FOR COMPLETION:

The contract will be a 3-year contract, with two 1-year options to renew for a total period of five (5) years. Labor and material rate increases may be discussed within the first 3 months of each calendar year if materials and/or labor rates have increased.

3. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing and forwarded to the Becky Bertrand, Compliance and Data Analyst.

4. MINIMUM RATE OF PAY:

HUD Determined Non-Routine minimum wage rate (expires 9/30/2026)

Certified Payroll Reports are not required.

5. DRAWINGS INDEX

Site Plans

6. WORK SCHEDULE:

Work hours are Monday-Friday, 8 AM to 5 PM. See Scope of Work for frequencies.

7. PROJECT KICKOFF MEETING:

Prior to the first site visit, the contractor, along with site foreman, will meet on site with Agency staff to discuss work and answer any questions.

8. RECORD DRAWINGS:

Contractor to notify the Agency of the location of needed repairs to irrigation system. If new plants/trees are added to a site, the contractor will provide the location and name on a site map.

9. CONTRACTOR USE OF PREMISES:

A. Hours of Work:

Contractor is free to work between the hours of 8 AM and 5 PM, Monday through Friday.

Weekend work or extended hours of work will be allowed only with prior written authorization by the Data and Compliance Analyst.

B. Legal Holidays:

The Contractor is not to work on Federal legal holidays. For the purpose of this contract, the legal holidays are:

All Federal Holidays plus the Friday after Thanksgiving and Christmas Eve.

C. Temporary Water and Power:

Temporary water and electricity (120 volt low-amp circuit) are available at the site. The Contractor shall be responsible to provide safe and effective temporary power connections at locations approved with Owner. Electricity and water shall be paid by the Owner to the extent required to perform the work. Wasted utilities shall be paid by the Contractor.

D. Existing Utilities:

Each contractor shall become familiar with the existing utilities associated with the project work as to their locations and shall coordinate with the local utilities prior to any excavations.

All costs incurred by the contractor in locating and protecting existing utilities that are directly related to the construction activities shall be included in the lump sum indicated on the Bid Form.

E. Resident Notification:

Not Required

F. Toilet Facilities:

The Contractor is not allowed to use the facilities at the sites or leave a portable toilet on site.

G. Contractor's On-Site Phone and Office:

The Contractor is responsible for providing a means of communication by which the Compliance and Data Analyst may reach them at all times during normal working hours by phone.

- a) There is no office space or phone service available on the site for the Contractor's use.

H. Debris Collection:

Contractor shall remove debris after each visit and not leave debris piles on site. All disposal fees shall be the responsibility of the contractor.

I. Site Access and Fire Egress:

The Contractor shall keep access roads, parking areas, and loading areas clear. The Contractor shall assure that access and egress for neighboring properties is available at all times. Should disruption be unavoidable, contractor shall provide alternative access routes and directional signage. Contractor shall assure that fire escape (egress) for this property is clear of all material, equipment, debris, and work related items under their control, at all times.

J. Work Areas:

Contractor will confine operations to areas immediately adjacent to the work being performed and other areas as acceptable to the Owner.

K. Materials Storage Area:

There is no material or equipment storage on site.

10. SAFETY OF PERSONS AND PROPERTY

- A.** The Contractor shall be solely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work. This requirement shall apply continuously, at all times, and not be limited to normal working hours.

The duty of the Owner's representatives and agents are to conduct review of the Contractor's work throughout the contract. If safety hazards are identified, the contractor will immediately remedy the hazard.

- B.** There is no storage of materials or equipment on site.

- C.** The Contractor shall provide ABC type emergency fire extinguishers of adequate quantity, readily available and properly maintained. Each contractor shall take precautions to prevent the possibility of fire resulting from operations, hazardous accumulations of rubbish and unsecured flammable materials.

11. CHANGE ORDER PROCESSING PROCEDURES:

Refer to HUD General Conditions Section 00710, Articles 28 and 29.

The Contractor shall provide a complete cost accounting and time estimate if required due to the Change Order.

Contractor shall submit a written itemized list of labor and materials with each Change Order of all increases and decreases to the Contract.

Contractor shall submit additional copies of invoices, written quotes, and estimating sheets upon request of owner.

The Owner's Representative will authorize, **in writing**, all changes to the work and contract value. No change to the work is to progress until written approval is received by the Contractor and signed by the Agency's representative. *No verbal communications will authorize changes to the Specifications, Work, Values, Time, or Contract.*

An approved Change Order, signed by an Agency Representative means that the work may proceed and payment for accepted work shall be in the next project monthly billing.

The Owner will combine Approved Change Orders into a formal Contract Modification approximately once a month. The Contract Modification shall adjust the Contract Sum or Contract Time as applicable. The Contract Modification shall be signed by the Contractor and the Executive Director of Homes for Good Housing Agency, prior to billing.

12. SUPERVISION:

Refer to HUD General Conditions Section 00710, Article 2, paragraph (c).

A Contractor's representative shall be present or be duly represented at the site at all times when work is actually in progress by the Contractor's own employees.

The Contractor's representative shall not be withdrawn from the work without due notice being given in writing. A competent replacement shall be named in writing and a timely changeover accomplished so as not to impede the progress of the work.

All requirements, instructions and other communications given to the authorized representative by the Agency's Representative, shall be binding as if given to the Contractor.

The Agency's Representative may, in writing, require the Contractor to remove from the work any employee whom the Compliance and Data Analyst deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Compliance and Data Analyst to be contrary to the Owner's interest.

13. EXTERIOR AREAS:

All areas of gravel, asphalt, mulch, flatwork, fences, sidewalks, curbs, lawns or landscaping disturbed or destroyed resulting from the contract work shall be returned to the original condition or better.

14. DRUG FREE WORK ENVIRONMENT

All contractors and employees of contractors will maintain a drug free environment when performing work on or at the Agency location under contract. Refer to Section 00020 for further instructions.

End of Section



SCOPE OF WORK

#26-S-0039

GROUNDKEEPING SERVICES

The project consists of the replacement of groundskeeping services at 14 Agency-Owned properties in Lane County, Oregon.

The work will include, but is not limited to, the following:

Contractor will provide trained personnel for the performance of all services.

All mowing, trimming, and fertilizing apply to the appropriate growing season or maintenance for the time of the year. Contractors are to see that grounds appear professionally cared for during all seasons.

Contractor shall provide all the proper equipment, labor and materials for professional care and maintenance.

The Contractor shall perform any additional work to maintain the shrubbery, flowerbeds, weeds, etc. as necessary to maintain proper maintenance, miscellaneous work to maintain courtyards, property boundaries, berms, etc. shall be included as part of the work hours required for acceptable service.

- Maintain lawns even and groomed with height of two to three (2-3) inches, as appropriate for the type of grass. No less than weekly mowing, except during the coldest winter periods when the grass does not grow, or ground surface conditions prohibit such service.
- Moss Control for lawns and flower beds and parking lots is included.
- Rake flower/shrub beds as needed to provide an attractive appearance.
- Ground cover shall be maintained properly for healthy and lush growth. Keeping ivy twelve (12) inches in depth or less. Sidewalk edges to be kept well defined and off trees, shrubs, and buildings. Mowing Saint John's Wort in the spring.
- When soil conditions indicate that ruts will be left by equipment used for mowing, the Contractor shall delay mowing services to preserve the conditions of the ground. Contractor shall communicate these decisions with the site Property Manager. During prolonged periods of rain, the grass must be cut by other means (e.g., push mower, weed trimmer).
- Removal of minor storm debris caused from heavy rain or strong winds is included. Work does not include fallen or uprooted trees or branches larger than four (4) inches in diameter.
- Weed and moss control for pavement, sidewalks, including sidewalk edges is required. Contractor should treat parking areas and sidewalks for moss build-up and removal of all moss.



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- Once a month, edge all sidewalks porch and patio areas, around individual garden areas, tree rings, and flower bed parameters. Edging includes areas where grass meets bark or beds, around rock edges. Trim or treat grass low around sprinkler heads to maintain efficient use of watering systems.
- All leaf and yard debris shall be removed from the complex by Contractor at the time service. No stacking or piling of leaves or grass for future disposal. Clippings, grass, and leaves are to be removed at the time of work.
- No grass, weeds, or shrubbery overgrowth shall be in the walk areas. Keeping all designated Bike Lanes clear of all debris of any kind.
- Broad Leaf Weed Control: Contractor shall provide a 7-day prior Notice of Application to the Property Manager or Compliance and Data Analyst. The notice to residents will be given by the Agency when deemed appropriate. Slug & Snail bait must be authorized by the Agency before application & only in a manner that protects pets or humans from ingesting the products.
- Controlling, removing, and disposing of noxious vegetation (vines, blackberries, Ivy, etc.). This may be accomplished with Herbicides and physical control. Weeds taller than three (3) inches shall be hand pulled.
- Weed Control using Herbicides, (Every Other Visit): Including but not limited to under fence lines, around poles, tree rings, signs, buildings, parking lots, cracks, driveway edges. Weeds taller than three (3) inches shall be hand pulled.
- Contractors are responsible for recognizing and reporting pest infestations. Insecticide treatment for such infestations will be quoted to the Property Manager.
- Trimming of shrubs with proper shears to maintain a healthy appearance and growth pattern shall be part of the routine maintenance.
- Pruning trees & shrubs for health and shape. Keep a minimum 1-foot buffer away from buildings and tree limbs no lower than 8 ft. Insure adequate clearance along walkways and parking areas. (Tree removal and full tree trimming are not included in this contract). Dead plants or shrubs shall be cut to the ground or pulled out. Debris such as broken limbs from shrubs or trees shall be removed by Contractor at service time.
- Application of fertilizers and soil treatments, as required for high quality appearance and healthy lawns and shrubbery, no less than four (4) times per year and applied per manufacturer's directions.
- Clean driveway(s), parking areas, curb edges, and walkways at each service to remove debris, trash, bark, grass trimmings. If parking areas or sidewalks contain debris that is not removable by mechanical blowing clean, then Contractor will perform such other services as may be required for clearing the surfaces, as applicable.
- Bark mulch application is not a requirement, but the Contractor shall be involved with the application process and communicate with the applicator for the amounts needed and areas to be applied. The purchase of bark will be considered by this Agency and will be quoted and paid separately from this agreement.



WORK DESCRIPTION

Winter

- Pruning after dormancy
- Prune for shape strength and space available

Fall

- Leave removal
- Completed at each service
- Piling not permitted

Summer

- Prune flowering shrubs after blooming has finished
- Keep vegetation a minimum of 12 in. away from all structures
- Prune all dead wood, suckers, low hanging branches and interfering branches
- Prune woody shrubs and hedge-like plants with power shears only
- Responsible for all ornamental/flowering shrubs for shaping, feeding and notifying the Agency of any sick/dead plants

Mowing

- Weekly depending on growth and weather
- Lawn no higher than 3 in. at any time

Weed Trimming

- Performed every service using trimmer to reach areas the mower cannot
- Areas include:
 - o Fence lines
 - o Posts
 - o Poles
 - o Trees
 - o Play structures

Weed Control

- Hand spray all weeds to control all unwanted weeds and grasses
- All weeds 3 in. or taller must be hand pulled
- Pre-emergence to be used on all designated flower and shrub beds for proper weed control

ENVIRONMENTAL CARE

The services will be performed on a weekly basis at all the listed complexes in this request. Weekly services include:

- ❖ Care of all lawn and shrub areas
- ❖ Fertilizing
- ❖ Weeding
- ❖ Edging
- ❖ Pruning and trimming
- ❖ Cleaning sidewalks (including weed and moss removal)
- ❖ Cleaning parking lots and spaces (including weed and moss removal)
- ❖ Cleaning bike lanes
- ❖ Leaf pickup
- ❖ Disposal of all work debris
- ❖ Maintaining moss free property signage

Awarded contractors must be prepared to offer complete service at each awarded visit. All standard services are to be expected to be completed at each visit except for specific seasonal work.



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Homes for Good is committed to sustainable practices in all aspects of our business - this includes the products used to maintain our properties. Homes for Good will not permit the use of potentially hazardous materials (to both our residents and the environment).

Applicators of any chemical materials must be licensed as required through the Oregon Department of Agriculture, and the Oregon Contractors Board- Landscape Division.

END OF SECTION

Section 00826

Applicable Minimum Wage Determination

HUD DETERMINED Non-Routine Maintenance WAGE RATES

In this section is an officially issued page which lists the applicable minimum wage rates, prepared by the US Department of HUD, Office of Labor Relations.



QUICK CHECK:

1. The wage rate listing in this section indicates the minimum hourly rate plus fringe benefits to be paid to workers for work performed under this contract.
2. Wages are to be paid no less than semi-monthly to workers for hours worked on this contract.
3. Oregon overtime wage rate calculations apply instead of Federal, when contract exceeds \$50,000. *(See next page)*

CONTRACT CONDITIONS RELATED TO MINIMUM WAGE RATES

WAGE PERIOD & PAYMENTS:

Employers must pay to each employee subject to HUD Determined Wage Requirements, the full amount of wages due, free and clear and without subsequent deduction (except as otherwise provided by law or regulations). Wage payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period may not be of any duration longer than semi-monthly.

OVERTIME PAYMENT: Federal Prevailing wage rules, states that overtime is Paid after 40 hours worked in a standard work week.

When Oregon law stipulates payment of overtime, a contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on Saturday and on any legal holiday specified in ORS 279C.540. All work performed on the days specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

FRINGE BENEFITS

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave, as well as some contributions to training funds or union dues. **Fringe benefits** do not include employer payments or contributions required by other Federal, State, or local laws, such as employer's contributions to Social Security.

PAYMENTS LIABILITY:

Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, Homes for Good may pay such

claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If Homes for Good is unable to determine the validity of any claim for labor or services furnished, the AGENCY may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or Homes for Good. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

PAYROLL RECORDS:

SUBMISSION OF EMPLOYEE INFORMATION TO HOMES FOR GOOD

Prior to the start of work the Contractor and any subcontractors shall prepare and submit to the Agency an anticipated list of employees, with names, address, social security numbers, and the hourly rate of pay. When changes occur to the work crew, a written notice of that change shall be provided to the Agency within 7 days of the change. At the completion of the contract, Contractors will submit a final report detailing the names of the employees, the hourly rate of pay, and the gross earnings under the contract, with a certification that all employees and subcontractors have been paid-in-full for work performed.

RECORDS of the employees performing services for this contract will be maintained for three years and include the work classification, hourly rate of pay, work hours, and wages earned and paid. Payroll records pertaining to this contract are to be available for review by HUD or Homes for Good. Homes for Good is to be notified of any worker changes.

Contractor must make and maintain for 3 years from the completion of the work, records containing information demonstrating compliance with the prevailing wage rates. While most payroll records are thorough, HUD reminds contractors that their records must contain the following minimum records:

1. Employee full name, address and social security number
2. Work classification
3. Hourly rate of wages paid
4. Rate(s) of any fringe benefits provided to the employee (instead of cash payment)
5. Number of daily and weekly hours worked
6. Gross wages earned
7. Deductions taken
8. Net actual wages paid.

END OF SECTION

HUD-52158

Maintenance Wage Rate Determination

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name:

Homes for Good Housing Agency

DBLS Agency ID No:

OR006

Wage Decision Type:

☐ Routine Maintenance☒ Nonroutine Maintenance

Effective Date:

October 1, 2024

Expiration Date:

September 30, 2026

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Irenis Green

Digitally signed by Irenis Green
Date: 2024.11.21 15:43:02 -08'00'

DBLS Staff Signature

Date

Irenis Green

Name and Title

WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

Elevator Mechanic	\$57.13	\$21.11
Carpenter	\$21.52	\$4.90
Electrician	\$19.87	\$4.90
Power Equipment Operator	\$20.44	\$4.90
Sheet Metal	\$20.44	\$4.90
Plumber	\$20.44	\$4.66
Glazier	\$20.44	\$4.90
Cement Mason	\$20.44	\$4.66
Roofer	\$20.44	\$4.66
Painter	\$18.90	\$4.66
Soft Floor Layer	\$17.95	\$4.22
Laborer	\$16.83	\$3.55
Arborist	\$17.95	\$4.22
Landscaper	\$16.83	\$3.55
Asphalt/Paver/Raker/Roller/Sealer	\$17.95	\$4.22
Asbestos Abatement Worker	\$20.44	\$4.66
Batt Insulation Installer	\$20.44	\$4.66