

**Housing Authority  
of the County  
of Merced**

**REQUEST FOR SEALED BIDS  
#2015-04**

**Bid Documents and Specifications:  
*PEST CONTROL SERVICES***

**Pre-bid Conference: July 27, 2015 @ 9:00am**  
*(400 West Avenue, Merced  
Low Income Public Housing Office)*

**Bid Opening: August 11, 2015 @ 2:00pm**  
**(405 U Street, Merced)**

**REQUEST FOR PROPOSAL (RFP) #2015-04**  
**PEST CONTROL SERVICES**

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## SECTION 1 - GENERAL INFORMATION

Housing Authority of the County of Merced (HACM), is a provider of affordable housing in the County. The HACM is seeking proposals from interested, qualified, organizations/individuals to provide Pest Control and Fumigation Services on a preventative and as-needed basis throughout the County of Merced. It is the intention of the HACM to execute a 1-year contract or contracts, with two (2) one-year options for renewal.

Proposers may submit proposals on a lot-by-lot basis (AMP) and/or all areas. Proposals will be accepted and awarded by geographic area. Contractors may submit proposals for all or some of the service areas. The successful contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area. Evaluation and awards will be made to the proposer(s) who best meet the needs of the HACM.

This RFP is being issued, as well any addenda, by HACM. The contact person for HACM is:

Sue Speer, Development Technician  
405 U Street - Merced, CA 95341  
Telephone: (209) 386-4137 -- Fax: (209) 386-4187  
Email: [Sue@merced-pha.com](mailto:Sue@merced-pha.com)

- Contact with HACM staff, Board Members and/or Residents:** Under no circumstances may any HACM Board Member or any HACM staff member other than the contact person specified within this RFP be contacted during this RFP process by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions shall be in writing and directed to the contact person as listed within this RFP.
- Pre-bid Meeting and Interpretations/Questions:** A volunteer Pre-Bid meeting will be held at **9:00 a.m.** (local time) on **July 27, 2015** commencing at the **Low Income Public Housing office, 400 West Avenue, Merced, CA 95341**. During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Request for interpretation must be made, in writing, no later than **9:00 a.m.** (local time) on **August 4, 2015** to: email [sue@merced-pha.com](mailto:sue@merced-pha.com) or fax: (209) 386-4187.
- Addenda/Addendum and Update Procedures for the RFP:** During the period of advertisement for this RFP, HACM may wish to amend, add to or delete from, the contents of this RFP. In such situations, HACM will issue an Addenda/Addendum to the RFP setting forth the nature of the modification(s). HACM will email, fax or send via regular U.S. Postal Service Mail (upon written request), to all known Respondents, any Addenda/Addendum to the Respondents of the RFP solicitation. Interested parties may also view Addenda/Addendum on HACM's website [www.merced-pha.com](http://www.merced-pha.com). It shall be the responsibility of each Respondent to ensure that they have any/all Addenda/Addendum relative to this RFP.
- Proposals may be submitted by mail or hand-delivered.** TWO (2) complete sets (including minimum of one original) must be bound separately and submitted together. The instructions below provide guidance on what the proposals will contain and how it should be organized.

Proposals shall be delivered, assembled in the order described in this RFP, in a sealed envelope or box clearly marked with the following:

SEALED BID PROPOSAL: RFP #2015-04  
Pest Control Services

Proposals must be received by HACM *prior to 2:00 p.m.* (local time) on **August 11, 2015** at **HACM-Administration Office, 405 U Street, Merced, CA 95341**. Late submittals will not be accepted and will be returned, unopened, to the sender. **NOTE: During Non-Business Hours, submittals may be**

*submitted through the mail slot in the front door. Normal Business Hours are Monday-Thursday, 1:00pm-5:00pm.*

- a. Facsimile copies or emails will not be accepted. All proposals will become the property of HACM upon submission.
- b. All proposals must be submitted in accordance with the conditions and instructions provided herein.
- c. All proposals must remain open for acceptance for 60 days from the due date.

## **SECTION 2 - SCOPE OF SERVICES:**

It is the intent of the RFP to establish a term contract, with a vendor or multiple vendors for labor, materials and equipment necessary to provide Pest Control and Fumigation Services on a preventative and as-needed basis throughout the County of Merced. It is also the intention of the HACM to execute a 1-year contract or contracts, with two (2) one-year options for renewal.

All work is to be performed according to the State of California Department of Pesticide Regulation-Structural Pest Control Act and industry standards, according to the material manufacturers' recommendations and to the satisfaction of the HACM. The Contractor will perform Pest Control and Fumigation Services at offices owned by HACM and at residential, multi-family units throughout Merced County. The HACM offers no guarantee of any amount of work to be performed under the Contract.

1. Pests included: The contractor shall adequately suppress the following pests:
  - a. Indoor populations of commensal rodents (e.g., rats and house mice) cockroaches, ants (including, but not limited to, fire and pharaoh ants), silverfish, flies, spiders and any other arthropod pests not specifically excluded from the contract;
  - b. Termites, carpenter ants and other wood-destroying organisms;
  - c. Populations of the above pests that are located outside of the specified buildings but within areas immediately adjacent to buildings;
  - d. Winged termite swarms emerging indoors
2. Pests excluded: Populations of the following pests are excluded from this contract:
  - a. Mosquitoes;
  - b. Non-roosting birds, bats, snakes and all other vertebrates other than commensal rodents;
  - c. Pests that primarily fed on outdoor vegetation;
3. Methods and equipment for service. The contractor shall include in its proposal a summary of proposed control methods –including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used and brand names of pesticide application equipment. Power rig sprayers shall be utilized whenever applicable.
4. Methods for monitoring: The Contractor will work with the HACM to establish population levels that constitute unacceptable levels of pest presence at HACM properties.
5. Contractor shall provide HACM with a current list of names along with photocopies of the commercial applicator or technician's licenses for every contractor employee who will be performing on-site services under the contract. This list shall be maintained and updated with personnel changes.
6. Contractor invoices shall include, but not be limited to, service date, technician's name and license number, material/s used, EPA number, Active Ingredients, Method of service, Targeted Pest/s, interior/exterior and address of service.
7. The Contractor shall be responsible for all service calls as scheduled. HACM will not be responsible for payment of scheduled appointments wherein the Contractor does not show up. HACM may assess a no-show fee for missed scheduled appointments and/or appointments canceled within 24 hours of the

appointment. A minimum fee shall be may be charged for scheduled appointments wherein the tenant is a no-show and/or is not properly prepared.

8. Method of services: The contractor shall fulfill all obligations with regard to time and method of each application of pesticides from minimum exposure to, the maximum protection of, building occupants.
9. Safety and Health: The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the HACM harmless for any action on its part or that of its employees that results in illness, injury or death.
10. Uniforms and Protective Clothing: All contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The contractor shall determine and provide additional personal protective equipment required for the performance of work. Protective clothing, equipment and devices shall as a minimum conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
11. Licensing: Throughout the term of this contract, the contractor shall maintain current business license issued by the California Structural Pest Control Board. In addition, all contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate for the work being performed) as commercial applicators or licensed technicians. Contractor shall never permit an unlicensed applicator to provide service to the HACM under this agreement.
12. Substandard Service: Should at any time the HACM become dissatisfied with pest control service, the contractor shall be notified in writing by the HACM regarding problems that have occurred. The notice will detail the problems and site(s) in which HACM is experiencing the problems. The contractor will be required to contact the HACM to discuss possible solutions and the contractor will be given a date by which a written response with the proposed solutions must be submitted.
13. Use of Pesticides: The contractor shall be responsible for application of pesticides according to label. All pesticides used by the contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.
14. Application by need: Pesticide application shall be according to need and not by schedule.
15. Application by schedule: Pesticide application shall be according to schedule mutually agreed upon by HACM and the contractor.
16. Pesticide products and their use: When it is determined that a pesticide must be used in order to obtain adequate control, the contractor shall employ the least hazardous materials, most precise application technique and minimum quantity of pesticide necessary to achieve control.
  - a. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these products.
  - b. Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building.

- c. Application of pesticide liquid, aerosol or dust to exposed surfaces and pesticide space sprays (including fogs, mists and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical and must be approved by HACM.
  - d. The contractor shall obtain the approval of HACM prior to any application of pesticide liquid, aerosol or dust to exposed surfaces or any space spray treatment. The contractor shall take all necessary precautions to ensure tenant, HACM staff and general public safety and all necessary steps to ensure the containment of the pesticide to the site of application.
17. Pesticide Storage/Disposal: The contractor shall not store or dispose of any pesticide product on HACM property.
  18. Pesticide Sales and Distribution. The contractor shall not sell, share or make available any pesticide products to any non-licensed HACM employee or tenant.
  19. Program evaluation. The HACM will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The contractor shall take prompt action to correct all identified deficiencies.
  20. Multi-family residential complexes/units shall be serviced on an "as-needed" application basis and at the direction of the HACM.
    - a. **SPECIAL INSTRUCTIONS.** HACM owns and operates three (3) Senior Complexes, as designated below as Project 23-13 (Sec. 2.28.a.1) iii), O'Banion Terrace (Sec. 2.28.b.2) and Sierra Vista Gardens (Sec. 2.28.b.3). Please note that many of the residents in these three complexes have special medical conditions that may be aggravated by the use of spray forms of insecticides. Because of this, HACM will require:
      - i. Spray insecticides shall not utilized unless under special circumstances.
      - ii. Bait insecticides are authorized:
        1. DuPont Advion® Cockroach Gel Bait or equal shall be used to treat for cockroaches.
        2. Ant infestations shall be treated with approved ant bait.
  21. All Insecticides shall be of high-quality and generally accepted within the industry, spray or bait forms.
  22. Bait is not the preferred form of treatment (*except* as noted in 4.2.B) and shall not be utilized.
  23. Insecticides shall be of adequate consistency to efficiently eradicate targeted pests.
  24. Additional treatment/s within the timeframe that HACM and Contractor deems reasonable, (i.e. 15 calendar days), shall not result in any additional fees by the contractor.
  25. In cases of extreme infestation in which the Contractor does not believe one visit will be sufficient to eradicate infestation, contractor shall immediately notify HACM staff.
  26. Contractor shall meet and strictly follow Manufacturers' recommendations for mix ratios.
  27. Residential units:
    - a. Shall be application by need basis and at the direction of HACM.
    - b. Cross Check Plus Multi-Insecticide or equal shall be utilized.
    - c. Contractor shall apply insecticide to all commonly known infestation areas, which shall include, but not be limited to, all kitchen cabinets, hood ranges, under stoves and refrigerators, throughout laundry rooms, bedrooms, including closets, and restrooms, in water heater closets, and around all base boards and door hinges.
      - i. Appliances shall be pulled out from the walls and cabinets.

- ii. Drawers shall be pulled out into an open position.
  - iii. Cabinets shall be opened.
- d. Service will include interior & exterior treatments.
- e. Exterior treatment will include web removal around exterior doors (i.e. front & rear).

28. Office Complexes:

- a. Routine service will be exteriors only.
- b. Routine service will include web removal around windows and doorways.
- c. Interior treatment will be on as-needed basis, charged separately and at the direction of HACM.

29. General and Special Conditions:

- a. HACM will work closely with the Contractor to coordinate and schedule all appointments. HACM will be responsible for notifying tenants of scheduled appointment. Missed appointments on the part of the contractor may result in breach of contract.
- b. The contractor shall supply all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise, detailed within these specifications.
- c. HACM maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees shall not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on HACM properties or reporting to work on HACM property under the influence of any of the above.
- d. DAVIS-BACON & RELATED ACTS: The Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) have determined that this job requires compliance with the Davis-Bacon Act and Related Acts and the payment of not less than the prevailing wages, as determined by the HUD shall be paid to all maintenance laborers and mechanics employed throughout this contract period. The HUD determined wage rate for this contract shall be \$18.05 (basic wage plus fringe benefits). Effective February 2016, HUD determined wages shall increase to \$18.16 per hour (basic plus fringe benefits). 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. As this project is a HUD (Federal) funded project, any state or local determined wage rate that exceeds the corresponding Federal determined wage rate, the state or local determined rate is inapplicable to the contract and shall not be enforced. Attention is called to the Notice of Requirement for Affirmative Action to insure Equal Employment Opportunity (Executive Order #11246) and payment of not less than prevailing salaries and wages, as set forth in the specifications, pursuant to Section 16(2) of the United States Housing Act, as amended.

30. Description of Properties:

- a. HACM owns and manages fifteen (15) residential projects and three (3) single-family homes located within Merced County. Project information and site maps are included as attachment #10. Residential units shall be completed on an "as-needed" basis and at the direction of HACM.

HACM owns and maintains seven (7) Office Complexes throughout Merced County. The Office Complexes shall be completed on a "monthly" schedule and "as-needed" basis at the direction of HACM.

RESIDENTIAL UNITS – Merced/Atwater/Winton/Livingston:

City	Number of Units	Comments
Merced	180	Includes 1 Senior Complex with 28 units
Atwater	67	Includes 1 Senior Complex with 28 units
Winton	6	N/A
Livingston	60	N/A

OFFICES – Merced/Atwater/Livingston

City	Address	Number of Buildings	Comments
Merced Main Office	405 U Street	6	N/A
John O'Banion Community Center	401 Leshner Drive Merced	1	Includes Infant/Toddler Daycare; Medical Clinic/Nutritional Food Store
Atwater Office	2870 Crest Rd	1	N/A
Livingston Office	1005 8 <sup>th</sup> Street	1	N/A

RESIDENTIAL UNITS – Los Banos/Dos Palos

City	Number of Units	Comments
Los Banos	70	N/A
Dos Palos	111	Includes 1 Senior Complex with 25 units

OFFICES – Los Banos/Dos Palos

City	Address	Number of Buildings	Comments
Los Banos	88 7 <sup>th</sup> Street	6	N/A
Dos Palos	21918 Lexington Ave	1	Includes Infant/Toddler Daycare; Medical Clinic/Nutritional Food Store
Midway/Dos Palos	21227 S. Reynolds Ave	1	N/A

- b. HACM manages four (4) Seasonal and (1) Year-round Farm Worker Centers with a total of 273 units. These complexes shall be serviced at the end of each "season", as scheduled by HACM and on an "as-needed" basis as directed by HACM. Project information and site maps are included as attachment #10.

City	Address	Number of Units	Comments
Atwater	9200 W. Westside Blvd. Atwater	59	1 office/shop & 1 laundry
Merced	2753 N. Santa Fe Drive, Merced	49	1 office/shop & 1 laundry
Los Banos	18926 W. Henry Miller Road, Los Banos	48	1 office/laundry & 1 shop
Planada Village	925 N. Plainsburg Road, Planada	46	1 office/shop Year-round site
Felix Torres	925 N. Plainsburg Road, Planada	71	1 shop & 1 laundry



### SECTION 3 – PROPOSAL SUBMISSION REQUIREMENTS

1. All proposals shall be submitted in an 8 ½" x 11" format, preferably in a 3-ring binder or similar format. Larger size pages or inserts may be used provided they fold into 8 ½" x 11". The proposal submittal shall be bound in a manner that the HACM can, if needed, easily remove the binding or remove pages to make copies, then easily return the proposal submittal to its original condition. The front cover of the proposal should bear the name and number of the RFP, date of submittal, Respondent's name(s), address, phone & fax numbers and email address(es). Provide all required certifications and HUD forms, and all other required documents as outlined within this RFP. All forms that require a signature or initials must bear an original signature or initial. All copies of the submittal must be identical in content and organization. The format of the proposals shall be organized into sections and tabbed for ease of review, including copies.

**Tab 1:** Submittal Checklist, Proposal Cost Form, properly filled out and signed; Product Information and MSDS forms.

**Tab 2:** Profile of Firm Form and Non-Collusive Affidavit

**Tab 3:** Licenses/Registrations/Certifications and HUD-5369-C: Representations, Certifications and Other Statements of Offerors, Non-Construction Contracts.

**Tab 4:** References: The Respondent shall submit a listing of former or current clients, including any Public Housing Agencies, for whom the Respondent has performed similar or like services to those being proposed herein. The listing shall, at minimum, include:

- Clients business name
- Clients business address
- Contact name
- Contact's telephone & fax numbers
- Contact's email

**Tab 5:** Section 3 Certification for Business Concerns seeking Section 3 Business Preference

**Tab 6:** Other Information (Optional)

### SECTION 4 - SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

1. **Acceptance of Proposal:** Proposals must be signed and received, in completed form, at the HACM prior to the proposal due date and time. Proposals submitted after the designated due date and time will not be accepted for any reason and will be returned unopened to the sender.
2. **Time for Reviewing Proposals:** Proposals received prior to the due date and time will be securely kept and remain unopened. Proposals received after the due date and time will not be considered. All proposals properly received will be evaluated by a HACM Evaluation Committee appointed by the Executive Director.
3. **Withdrawal of Proposals:** Proposals may be withdrawn by written notice or facsimile transmission received at any time prior to award and provided that withdrawal request has the signature of the authorized representative.
4. **Award of Contract(s):** Contract shall be awarded to the Respondent whose proposal is the lowest responsive and responsible proposer. The Respondent to whom award is made will be notified at the earliest practical date.
5. **HUD Debarment and Suspension List:** Contract shall not be awarded to a contractor which has been debarred, suspended or otherwise ineligible for participation, in accordance with Federal regulations (24 CFR, part 24 and 24 CRF, part 85) and in accordance to State of California law.

6. **No Claim Against HACM:** A Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against HACM or HACM's property by reason of all or any part of any of the following: any aspect of this RFP; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of the HACM or any person or entity on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.
7. **Best Available Data:** All information contained in this RFP is the best data available to the HACM at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of the Respondents and HACM assumes no liability for any errors or omissions.
8. **Licenses:** The Respondents shall have and maintain all required licenses necessary to conduct business in the County of Merced; Cities of Merced, Atwater, Livingston, Los Banos & Dos Palos and State of California. All licenses must be kept up-to-date for the duration of this contract. Copies of all licenses must be submitted at or prior to contract signing.
9. **Respondent Responsibilities:** Each Respondent is presumed by HACM to have thoroughly studied this RFP and is familiar with the contents, locations, nature of request, etc. covered by the RFP. Any failure to completely understand this RFP is the responsibility of the Respondent.
10. **Release of Information:** Information submitted in response to this RFP will not be released by HACM during the proposal evaluation process or prior to a contract award.
11. **Proprietary Information:** If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.
12. **Insurance Requirements:** The Contractor who is awarded the contract to provide the services as described within this RFP shall procure and maintain for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The following are the standard types and minimum amounts:
  - a. **Minimum Scope of Insurance**  
Coverage shall be at least as broad as:
    - 1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 10 01).
    - 2) Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
    - 3) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (any auto)
    - 4) Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
  - b. **Minimum Insurance Requirements**  
Contractor shall maintain limits no less than:
    - 1) General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury and Property Damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability: \$1,000,000; per accident for bodily injury and property damage.
- 3) Worker's Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**NOTE:** These limits can be attained by individual policies or by combing primary and umbrella policies.

- c. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the HACM. At the option of the HACM, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the HACM, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the HACM guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- d. **Indemnity:** Contractor (*Indemnitor*) shall indemnify, defend, and hold harmless the HACM, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (*including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation*) of every nature arising out of or in connection with Contractor's performance of work hereunder, or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the HACM
- e. **Other Insurance Provisions The General Liability and Automobile Liability** policies are to contain or be endorsed to contain, the following provisions:
  - 1) The HACM, its officers, officials, employees and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
  - 2) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the HACM, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the HACM, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
  - 3) Each insurance policy required by these specifications shall be endorsed to state that the coverage shall be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the HACM.
  - 4) Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverages shall constitute a material breach of the contract by the Contractor.
- f. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.
- g. **Verification of Coverage:** Contractor shall furnish the HACM with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the HACM in sufficient time before work commences to permit Contractor to remedy any deficiencies. The HACM reserves the right to require complete,

certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- h. **Subcontractors:** Use of subcontractors must be pre-approved the HACM. Contractor shall include all subcontractors as insured under its policies or shall furnish separate insurance certificates and endorsements for each subcontractor in a manner and in such time as to permit the HACM to approve them before subcontractors' work begins. All coverages for subcontractors shall be subject to all the requirements stated above.

**NOTE:** The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a subcontractor.

## **SECTION 5 - HACM'S RESERVATION OF RIGHTS**

1. HACM reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities or to terminate the RFP process at any time, if deemed by HACM to be in its best interests.
2. The HACM reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including by not necessarily limited to, incomplete proposal and/or proposals offering alternate or non-requested services. Respondents may be excluded from further considerations for failure to fully comply with the specifications of this RFP.
3. The HACM reserves the right not to award a contract pursuant to this RFP.
4. HACM reserves the right to reject the proposal of any Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; or who is not in a position to perform the contract.
5. The HACM reserves the right to terminate a contract awarded pursuant to this RFP, at anytime for its convenience upon 10 days written notice to the successful Respondent(s).
6. The HACM reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
7. The HACM reserves the right to retain all proposals submitted and not to permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACM Executive Director.
8. The HACM reserves the right to negotiate the fees proposed by the Respondent entity.
9. The HACM shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
10. The HACM shall reserve the right to at any time during the RFP or contract process prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

## SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items listed below must be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the reference completed form or information has been included within the hardcopy proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference.

<b><i>X=ITEM INCLUDED</i></b>	<b><i>SUBMITTAL ITEMS</i></b> <i>(Submit TWO (2) sets of your proposal, including one with original signatures.) Submit this page in Tab 1.</i>
_____	<b>Tab 1 Submittal Instructions and Proposal Cost Form, Product information and MSDS forms</b>
_____	<b>Tab 2 Profile of Firm Form and Non-Collusive Affidavit</b>
_____	<b>Tab 3 Required Licenses/Registrations/Certifications</b> <i>HUD 5369-A: Representations, Certifications and Other Statements</i>
_____	<b>Tab 4 References</b>
_____	<b>Tab 5 Section 3 Business Preference Documentation</b>
_____	<b>Tab 6 Other Information (optional)</b>
_____	<b>Tab 7 Section 3</b>

BUSINESS NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
*(Signature of Official Company Representative)*

DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# 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) 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.

### 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.

### 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

### 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;

(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:]

**PROPOSAL COST FORM**  
**RFP #2015-04: PEST CONTROL SERVICES**

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by the Housing Authority of the County of Merced (HACM), hereby proposes to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, and services necessary to satisfactorily complete all work required as stated within the proposal documents (RFP #2015-04) to provide pest extermination services for HACM residential projects and office complex sites throughout Merced County.

If you choose not to provide service to selected areas, please leave cost line blank. It is the intention of the HACM to execute a 1-year contract or contracts, with two (2) one-year options for renewal. Please provide costs per tables below:

<b>RESIDENTIAL UNITS: MERCED/ATWATER/WINTON/LIVINGSTON</b> <i>(Section 2, Item 30.a)</i>			
The cost for services is to be completed on an "as-needed" basis, with no minimum or maximum number of units guaranteed, and as directed by HACM. Please provide per unit costs:			
Bedroom size	Year 1	Year 2 (option)	Year 3 (option)
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
Cost for tenant "no show" or unprepared	\$	\$	\$

<b>OFFICES: MERCED/ATWATER/LIVINGSTON</b> <i>(Section 2, Item 30.a)</i>			
The cost for services is to be completed on a "monthly" schedule and "as-needed" basis as directed by HACM. Please provide per office costs:			
Office Location	Year 1	Year 2 (option)	Year 3 (option)
Merced Main Office	\$	\$	\$
John O'banion Community Center	\$	\$	\$
Atwater Office	\$	\$	\$
Livingston	\$	\$	\$

<b>RESIDENTIAL UNITS: LOS BANOS/DOS PALOS</b> <i>(Section 2, Item 30.a)</i>			
The cost for services is to be completed on an "as-needed" basis, with no minimum or maximum number of units guaranteed, and as directed by HACM. Please provide per unit costs:			
Bedroom size	Year 1	Year 2 (option)	Year 3 (option)
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
Cost for tenant "no show" or unprepared	\$	\$	\$



<b>OFFICES: LOS BANOS/DOS PALOS/MIDWAY</b> (Section 2, Item 30.a)			
The cost for services is to be completed on a "monthly" schedule and "as-needed" basis as directed by HACM. Please provide per office cost:			
Office Location	Year 1	Year 2 (option)	Year 3 (option)
Los Banos			
Dos Palos			
Midway/Dos Palos			

<b>FARM WORKER CENTERS: MERCED/ATWATER/LOS BANOS/PLANADA VILLAGE/FELIX TORRES</b> (Section 2, Item 30.b)			
The cost for services is to be completed on an as-needed basis, with no minimum or maximum number of units guaranteed, and as directive by HACM. Please provide per unit costs. Offices/Shops/Laundry buildings will be on an "as-needed" basis as directed by HACM.			
Bedroom size	Year 1	Year 2 (option)	Year 3 (option)
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
Cost for tenant "no show" or unprepared	\$	\$	\$
Office/Shop/laundry (per building cost/per application cost)	\$	\$	\$

**ADDENDUM ACKNOWLEDGEMENT:**

By my signature below, I hereby acknowledge that I have received the following addenda/addendum:

Number \_\_\_\_\_ Date \_\_\_\_\_      Number \_\_\_\_\_ Date \_\_\_\_\_  
 Number \_\_\_\_\_ Date \_\_\_\_\_      Number \_\_\_\_\_ Date \_\_\_\_\_

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
 Print Name of Bidder

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Title

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

- (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.

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**PROFILE OF FIRM FORM**

1. Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_ Secondary Email: \_\_\_\_\_
3. Street Address, City, State, Zip: \_\_\_\_\_
4. Mailing Address, City, Sate, Zip (if different) \_\_\_\_\_
5. Please attached a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Former Business Name and Year Established (if applicable).

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

- Caucasian (Male) \_\_\_\_\_%    
  Caucasian (Female) \_\_\_\_\_%    
  Public-Held Corporation \_\_\_\_\_%    
  Government Agency \_\_\_\_\_%    
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise ~ Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned \_\_\_\_\_%    
  African American \_\_\_\_\_%    
  Native American \_\_\_\_\_%    
  Hispanic \_\_\_\_\_%    
  Asian/Pacific Islander \_\_\_\_\_%    
  Woman-Owned (MBE) \_\_\_\_\_%

- Disabled Veteran \_\_\_\_\_%    
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

*(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)*

9. Federal Tax ID No.: \_\_\_\_\_

10. City/County Business Licenses:

- a. City of Merced License # \_\_\_\_\_
- b. City of Atwater License # \_\_\_\_\_
- c. City of Livingston License # \_\_\_\_\_
- d. City of Los Banos License # \_\_\_\_\_
- e. City of Dos Palos License # \_\_\_\_\_
- f. County of Merced License # \_\_\_\_\_

11. State of California Contractor's License/Registration Type(s) and #.: \_\_\_\_\_

12. Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14. Automobile Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?  
Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?  
Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:  
(name of signer)

That he/she, is the \_\_\_\_\_ (a/an owner, partner, officer of the firm, ect.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization ,or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bide price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

\_\_\_\_\_  
SIGNATURE OF BIDDER:  
if bidder is an individual  
SIGNATURE OF PARTNER:  
if bidder is a partnership;  
SIGNATURE OF OFFICER:  
if bidder is a corporation;

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } §

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

(1) \_\_\_\_\_,  
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,) (and

(2) \_\_\_\_\_,  
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me) \_\_\_\_\_

Signature \_\_\_\_\_  
(Signature of Notary Public)

(Seal)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

<input type="checkbox"/> Copy of Articles of Incorporation	<input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Assumed Business Name Certificate	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> List of owners/stockholder and % of each	<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Latest Board minutes appointing officers	<input type="checkbox"/> Additional documentation
<input type="checkbox"/> Organization chart with names and titles and brief functional statement	

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

<input type="checkbox"/> List of all current full time employees	<input type="checkbox"/> List of all employees claiming Section 3 status
<input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment)	<input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment)

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

<input type="checkbox"/> Current financial statement	<input type="checkbox"/> List of owned equipment
<input type="checkbox"/> Statement of ability to comply	<input type="checkbox"/> List of all contracts for the past 2 years with public policy

**Corporate Seal**

**AUTHORIZING NAME AND SIGNATURE:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

**Goal Of These Contracts For Project Area Businesses:**

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

**Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**



**SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

## SECTION 3 BUSINESS PREFERENCE CLAUSE

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### Priority I

#### Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### Priority II

#### Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### Priority III

#### Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

### Priority IV

#### Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

### Priority V

#### Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### Priority VI

#### Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### Priority VII

#### Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

**General Conditions for Non-Construction Contracts****U.S. Department of Housing and Urban Development**

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Section I – (With or without Maintenance Work)**

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

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

**Section I - Clauses for All Non-Construction Contracts greater than \$100,000****1. Definitions**

The following definitions are applicable to this contract:

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

**2. Changes**

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

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

**3. Termination for Convenience and Default**

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

**4. Examination and Retention of Contractor's Records**

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

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

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

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

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

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

## 5. Disputes concerning labor standards

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

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

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

## SITE INFORMATION

### AMP #1/Merced

	23-01		23-10		23-13		1502 Vine	11 Sunbird	1300 Bellevue	845 Barney
bdrm size	#units	sqft								
1	22	618	0	N/A	28	680				
2	48	762	10	1024	0	N/A				
3	20	1005	22	1180	0	N/A	1072	1151	1264	1310
4	11	1252	12	1304	0	N/A				

### AMP #2/Atwater, Livingston, Winton

	23-03		23-06		23-12A/B	
bdrm size	#units	sqft				
1	2	609	11	624	0	N/A
2	8	739	14	760	19	948
3	4	988	19	885	23	1212
4	1	1056	16	1370	0	0

### AMP #3/Los Banos, Dos Palos

	23-02		23-04		23-05		23-11		23-12C/D	
bdrm size	#units	sqft	#units	sqft	#units	sqft	#units	sqft	#units	sqft
1	2	624	8	624	4	650	0	N/A	0	N/A
2	10	830	8	830	8	865	4	946	5	948
3	8	1059	14	1059	10	1092	4	1186	15	1212
4	0	N/A	10	1624	8	1740	2	1432	2	1487

### AMP #4/Merced

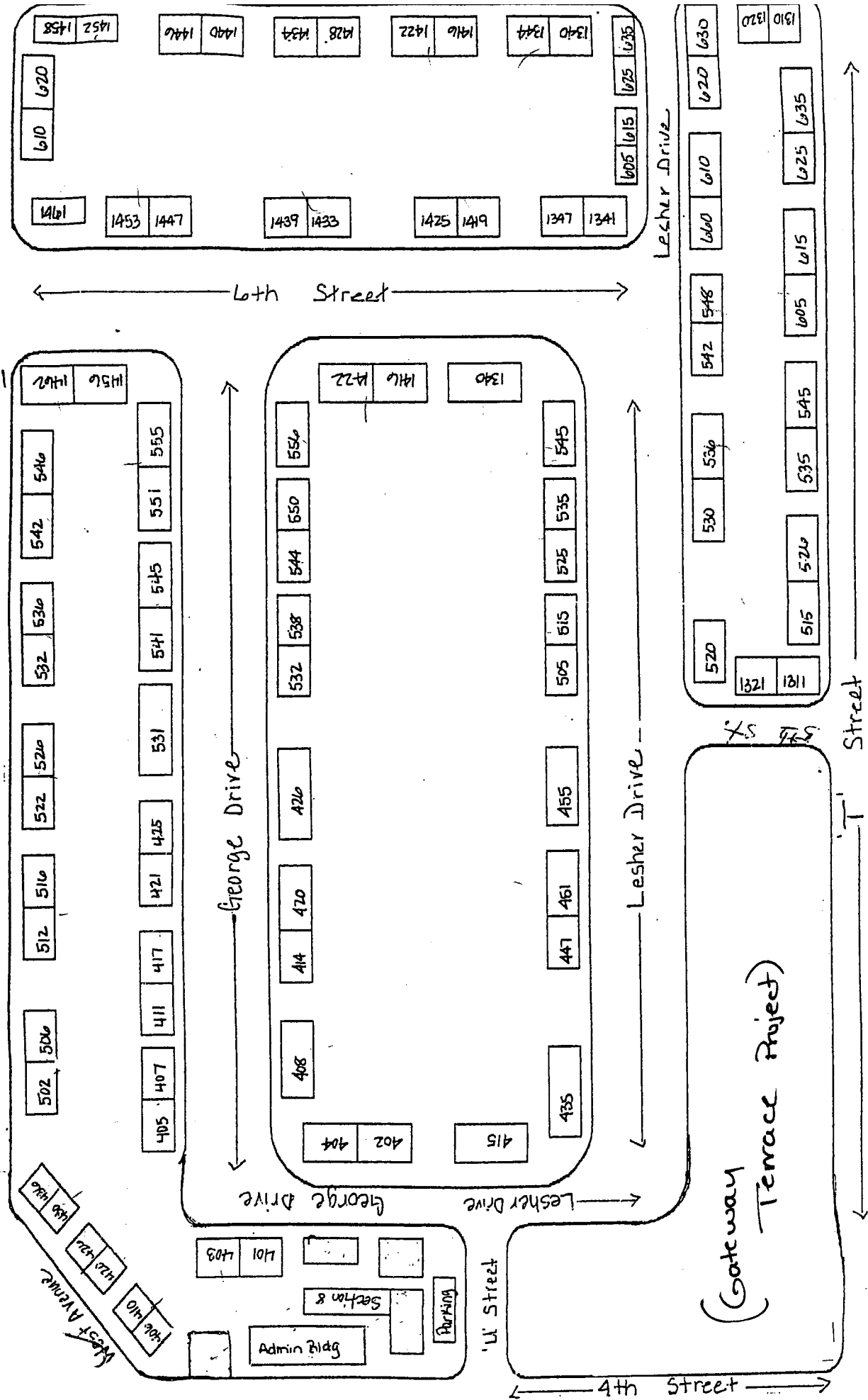
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bdrm size	#units	sqft
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2	6	750
3	0	0
4	0	0

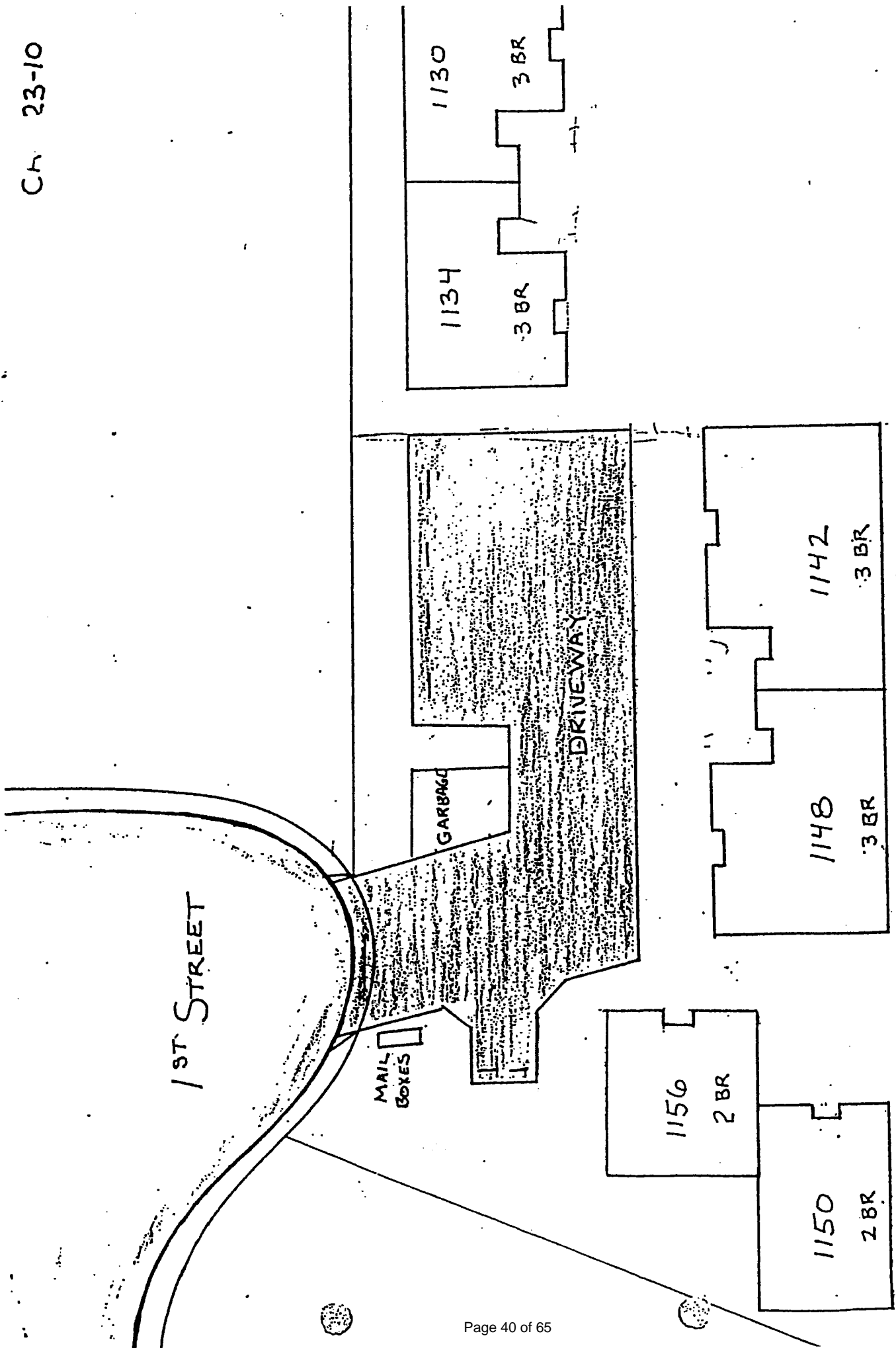
### VALLEY VIEW HOMES/Atwater & Dos Palos

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2	0	N/A	0	N/A	16	853
3	0	N/A	0	N/A	14	1000
4	0	N/A	0	N/A	4	1161

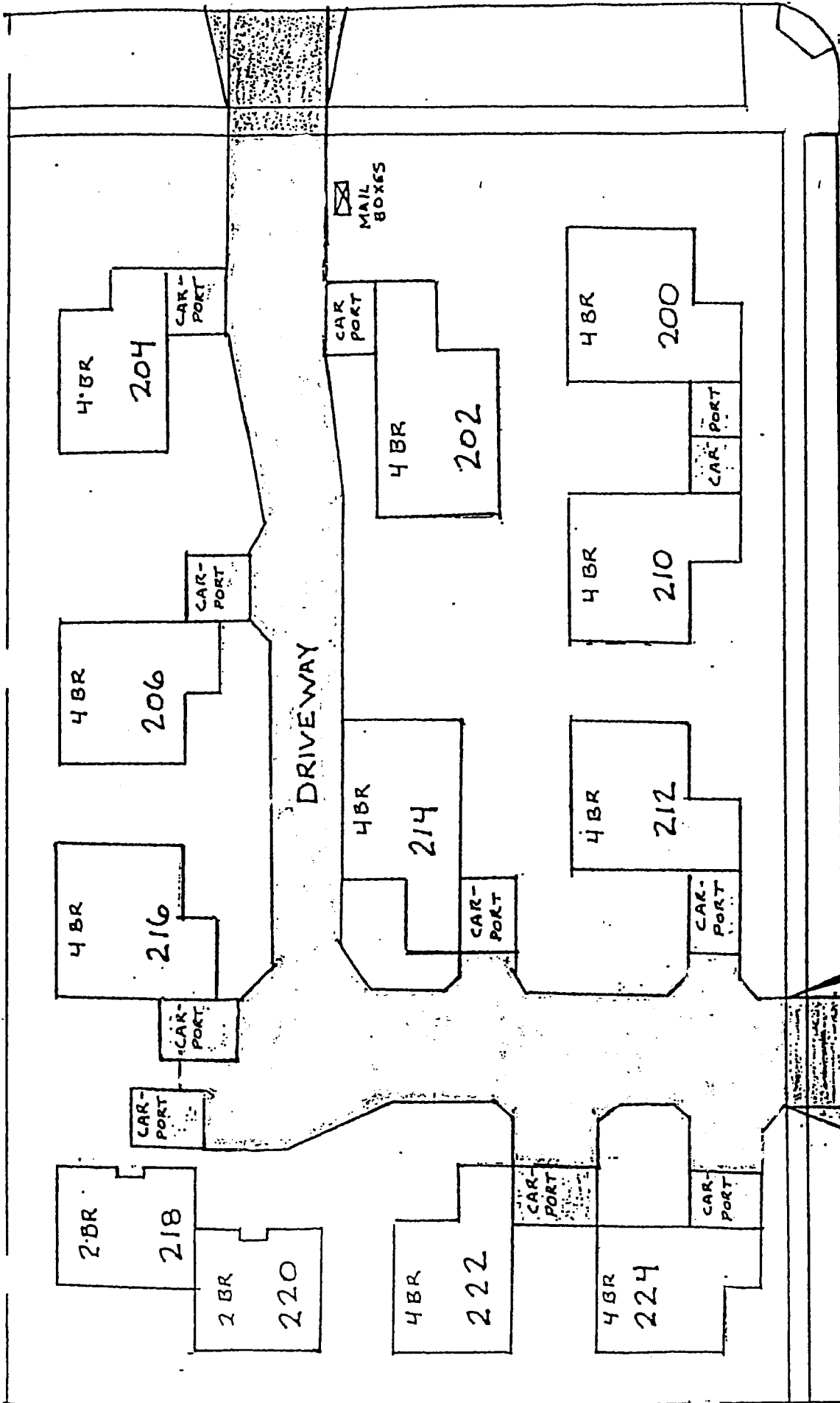
### MIGRANT CENTERS

	Atwater		Merced		Los Banos		FT Seasonal		FT Year Round	
bdrm size	#units	sqft	# units	sqft	# units	sqft	# units	sqft	#units	sqft
1	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A
2	30	573	12	573	12	573	43	1126	27	1691
3	27	780	33	780	28	780	25	1562	19	1849
4	2	884	4	884	8	884	4	1666	0	1557





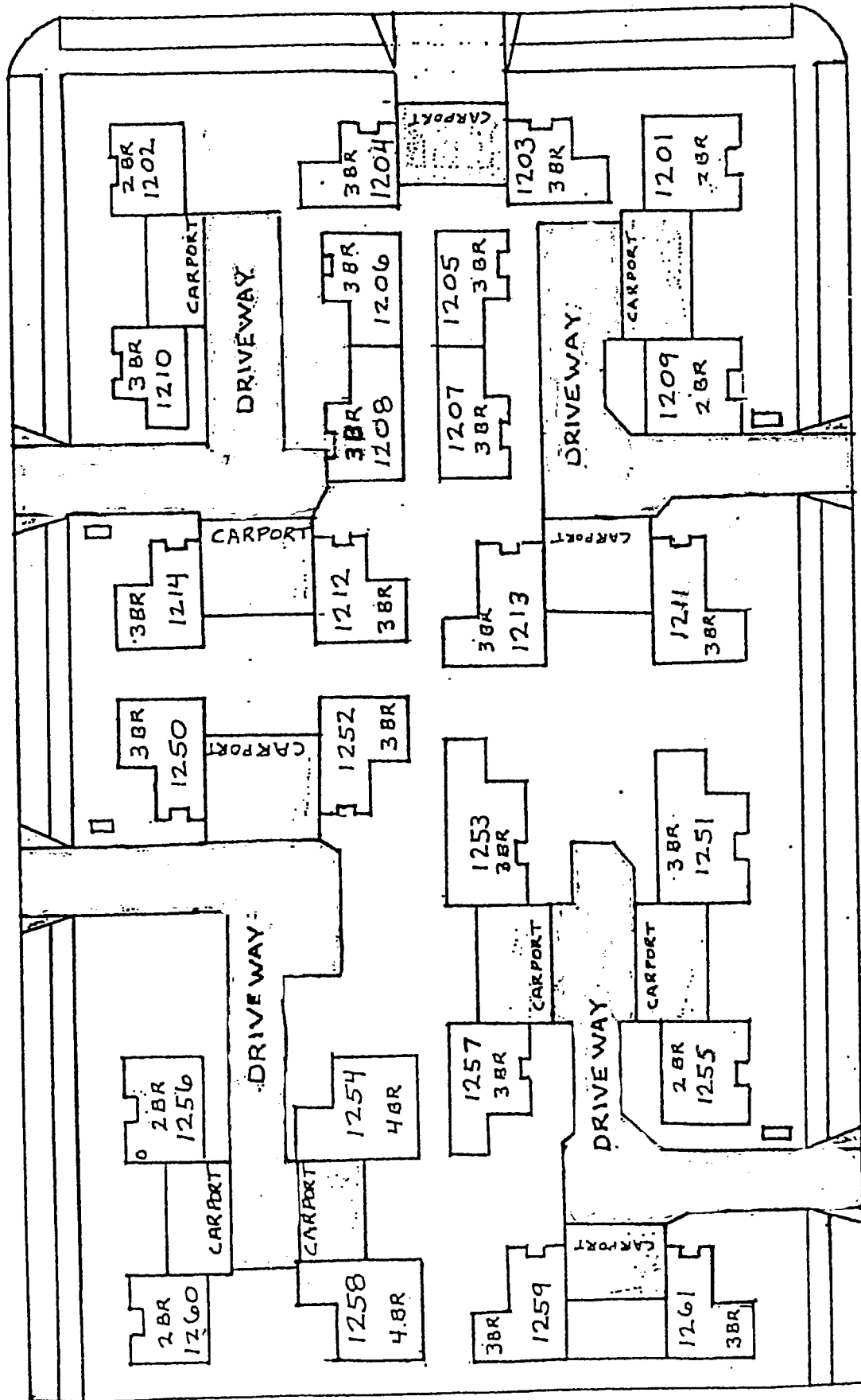




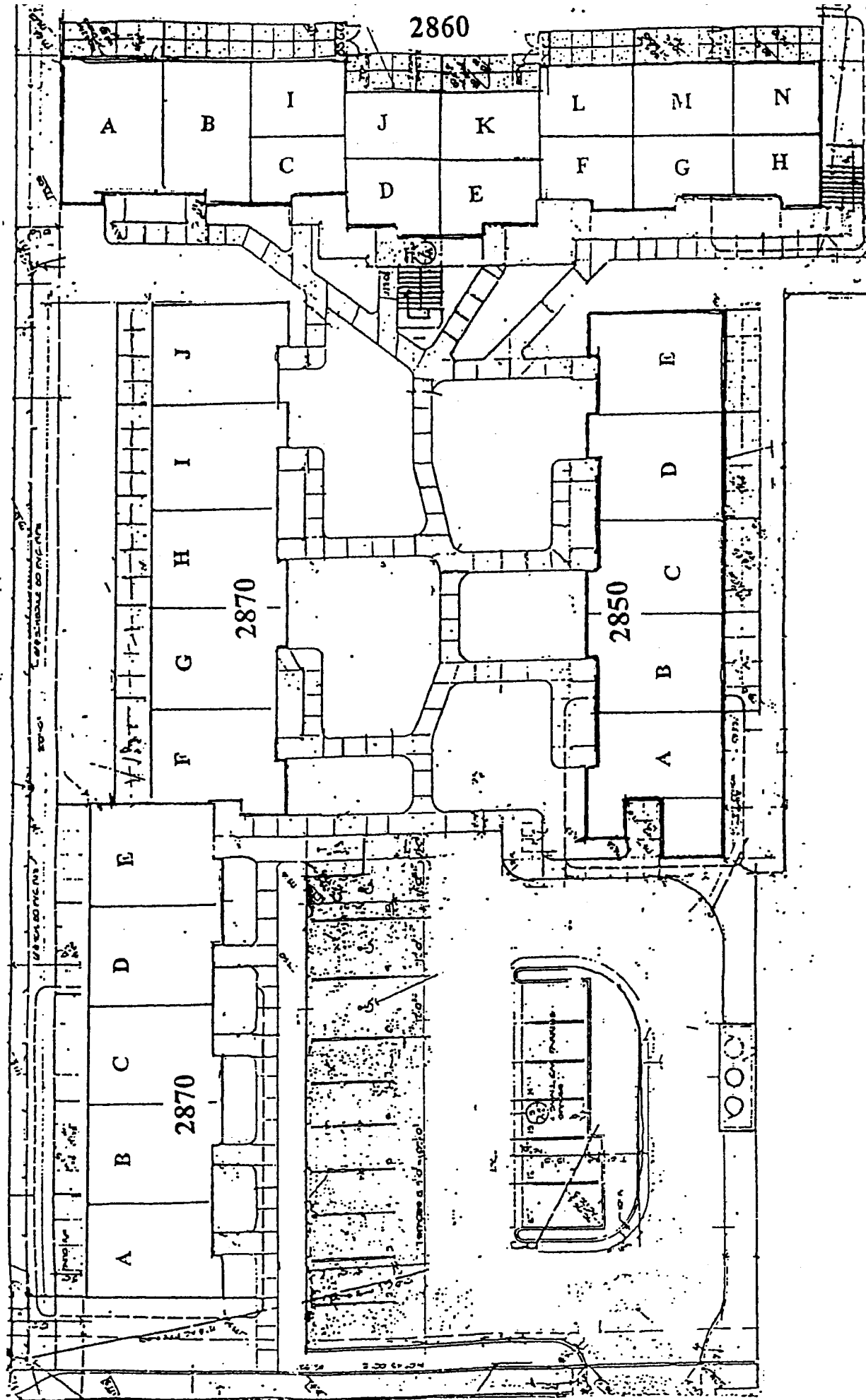
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CAL 23-10

WEST 3RD



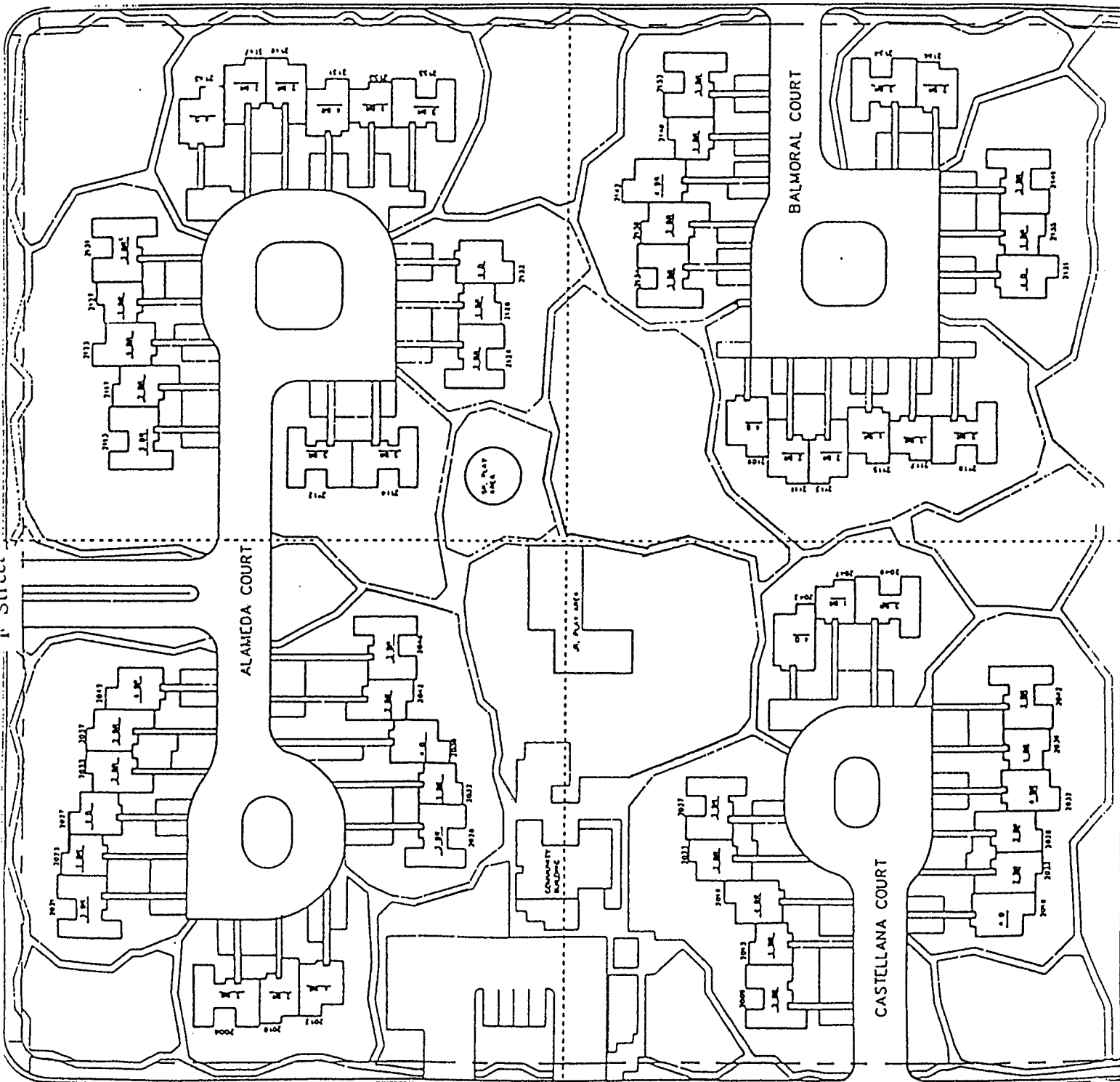
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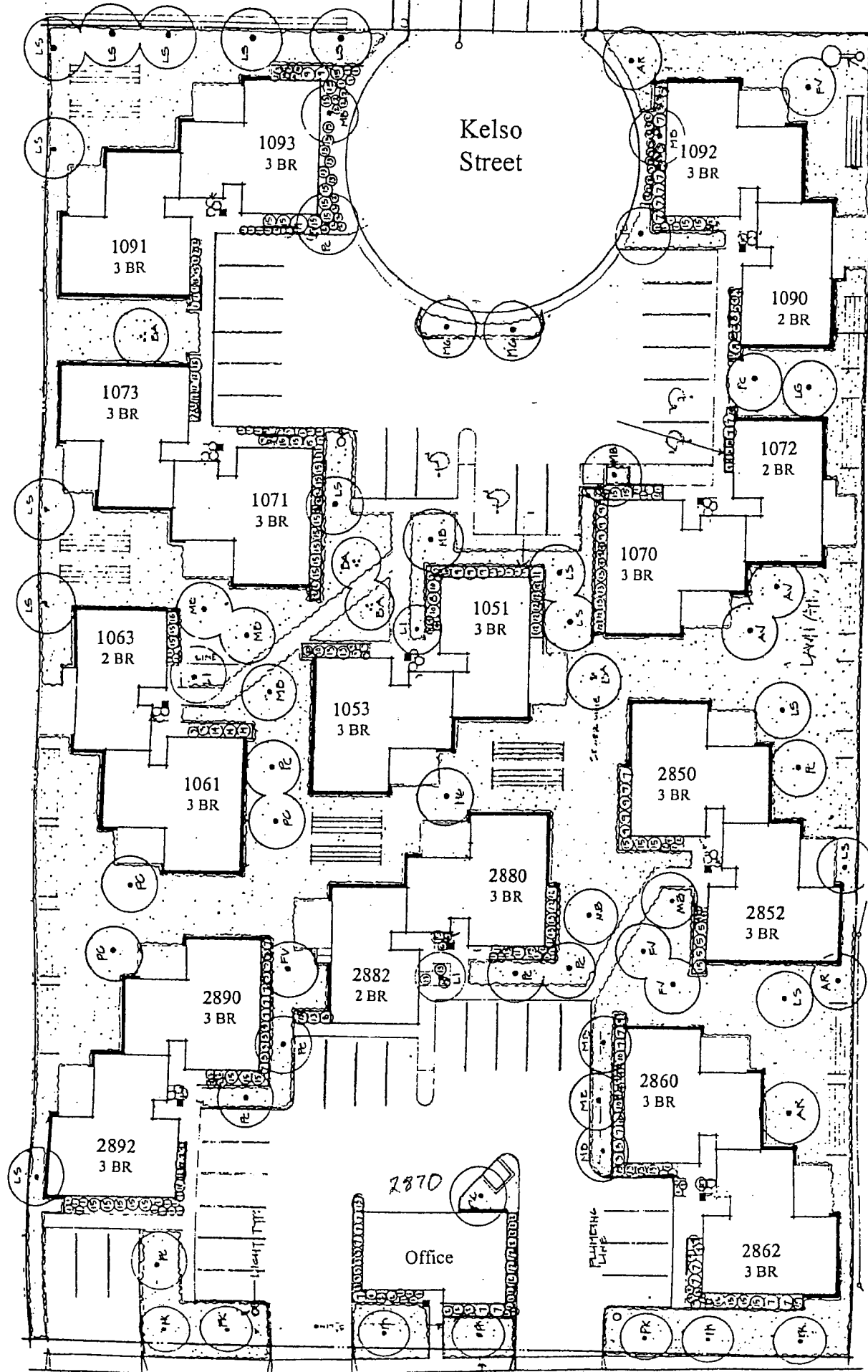
PROJECT 23 - 13

# Livingston

Hammett Ave.



Eighth Street



Kelso Street

2870

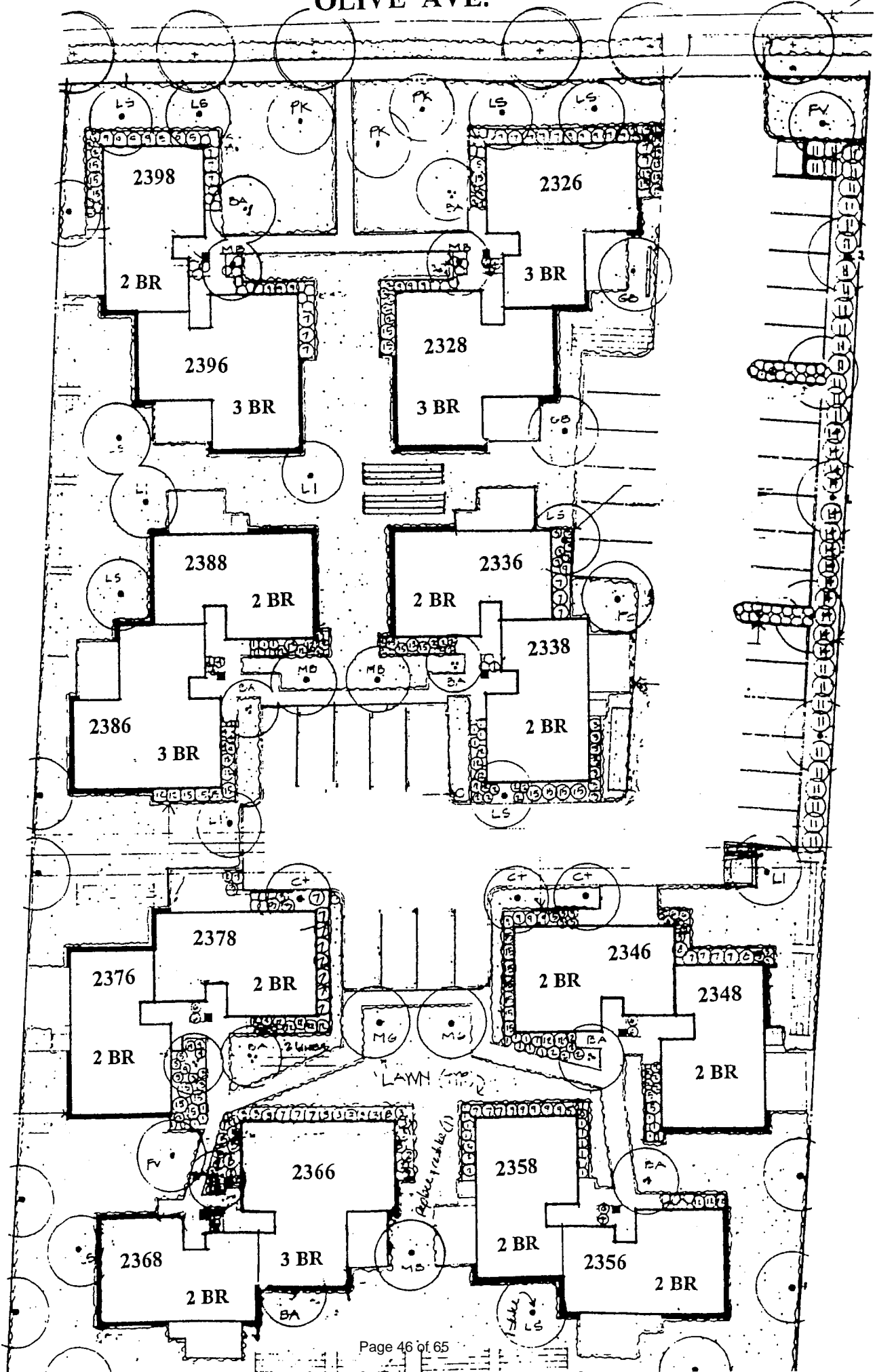
Office

Crest Road

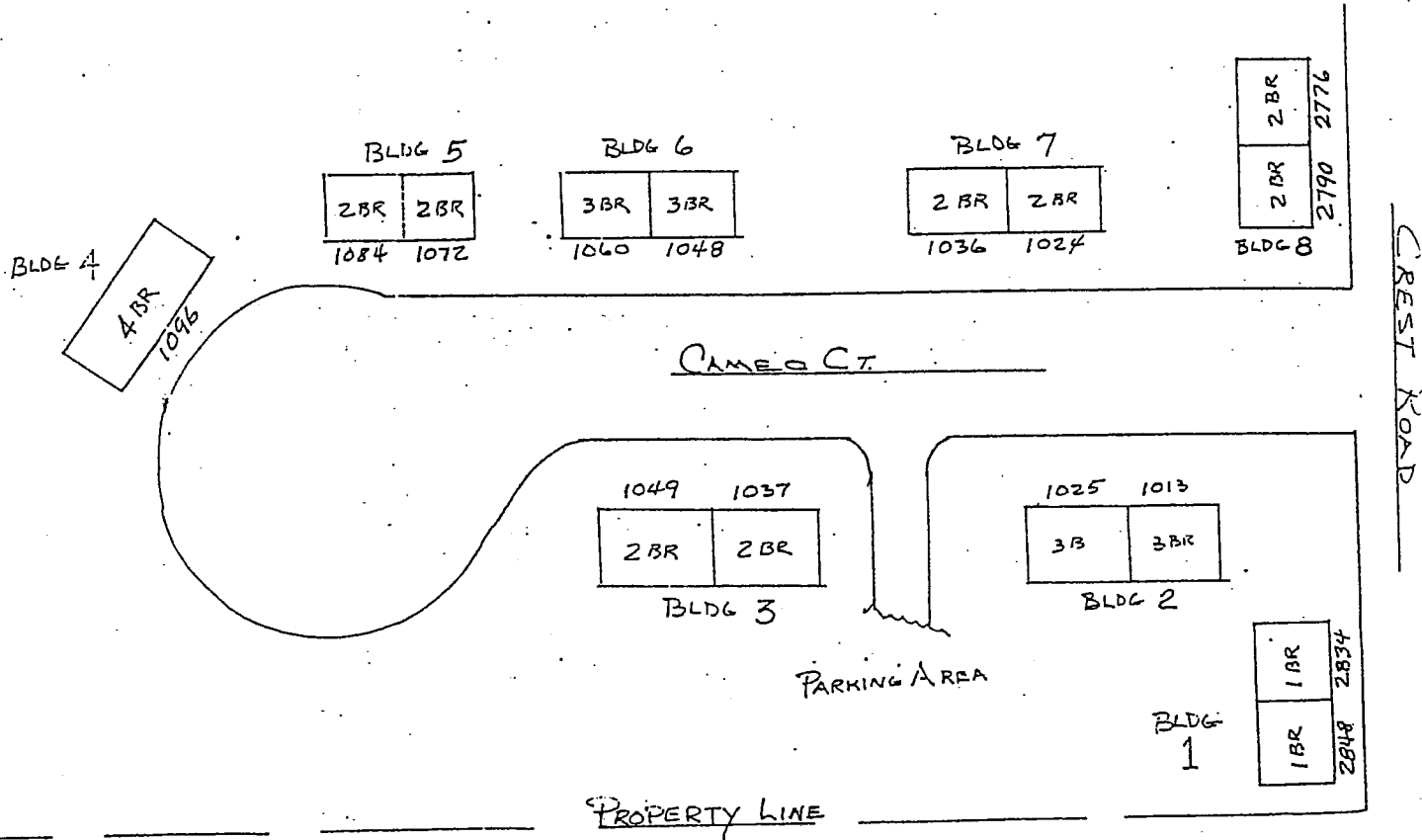
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Project 23 - 12A

97

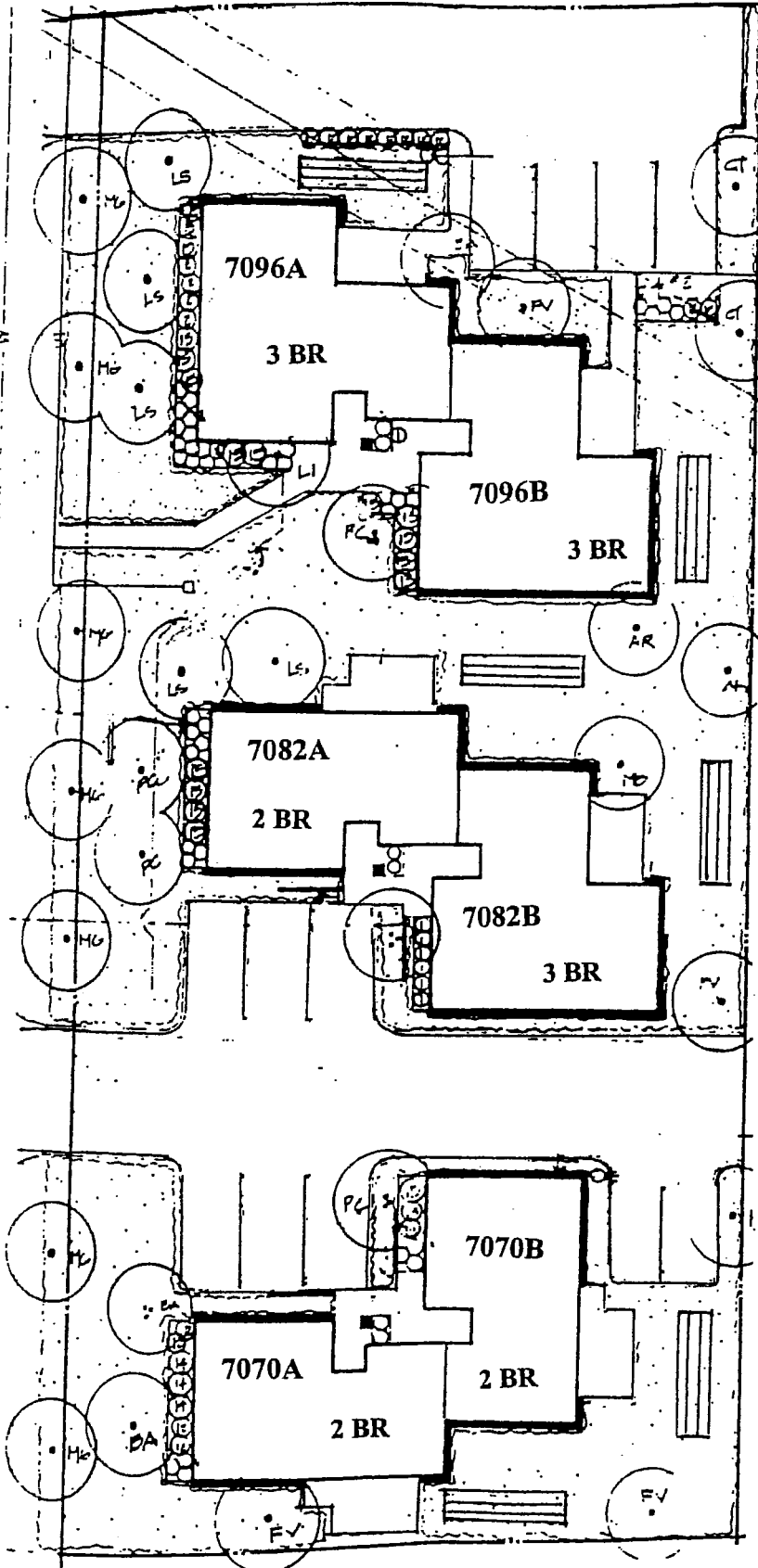


ATWATER 023 AD

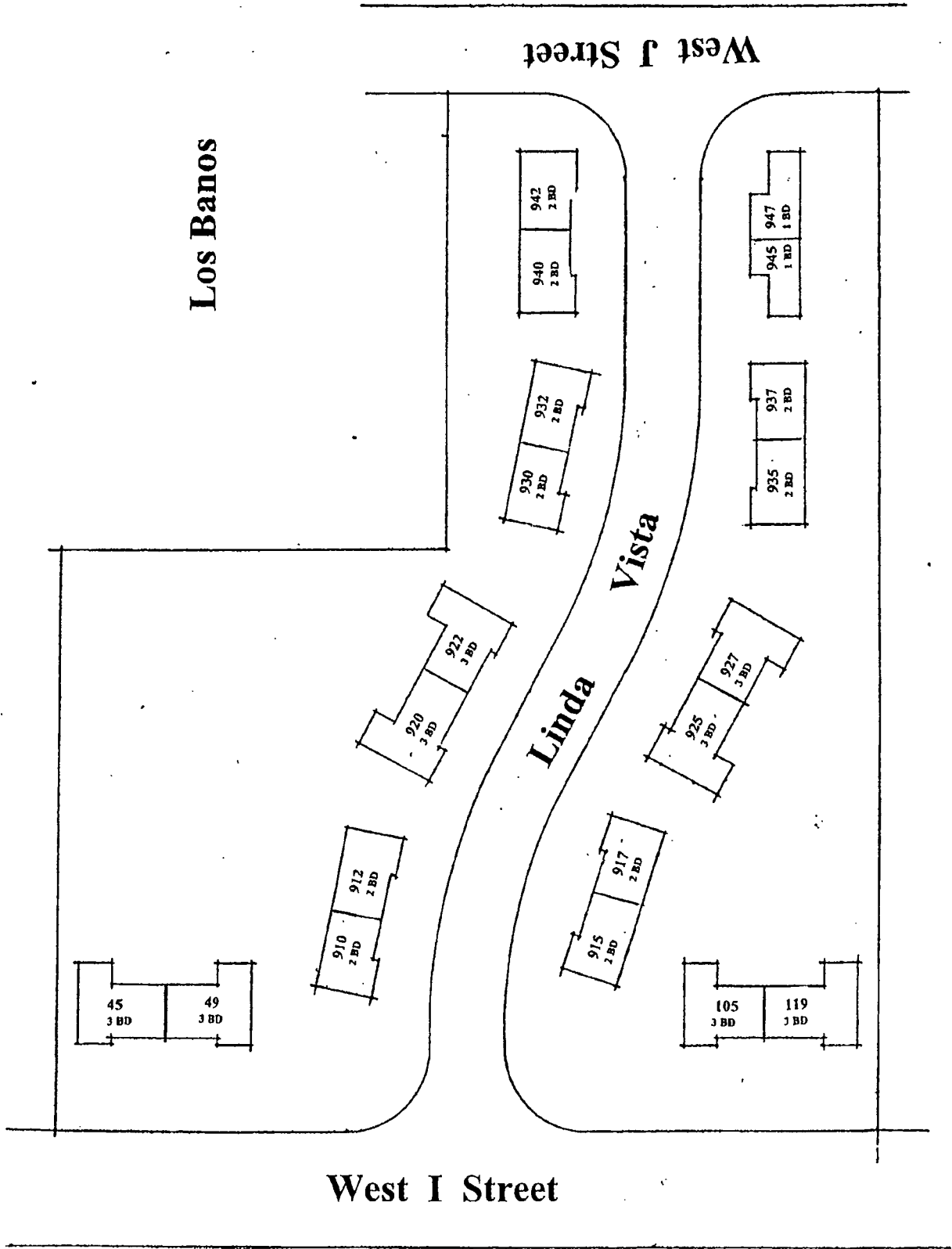


STREET

SUZIE

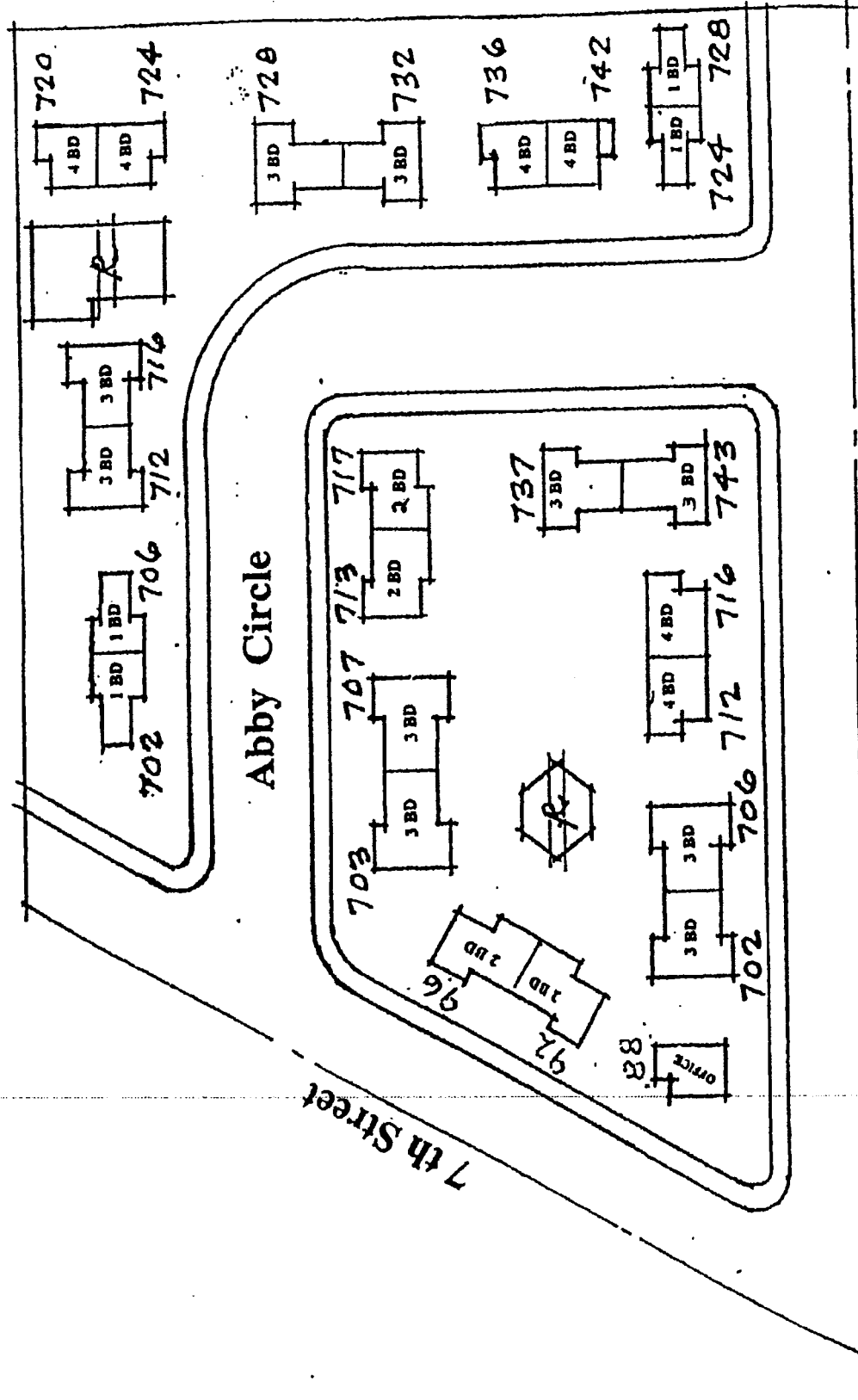






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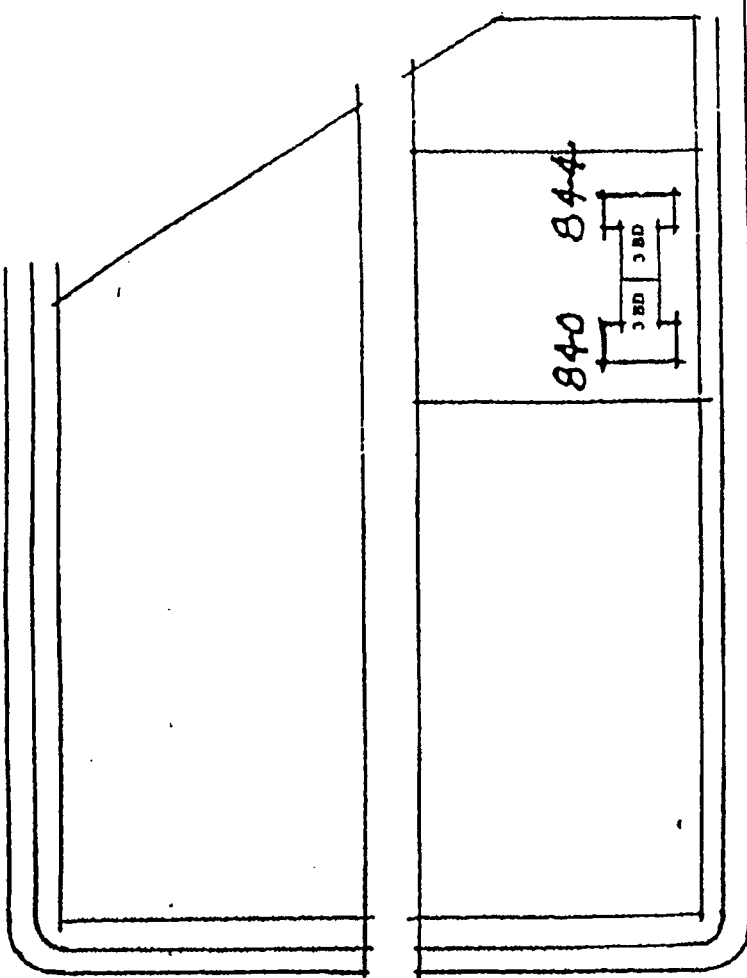
Los Banos



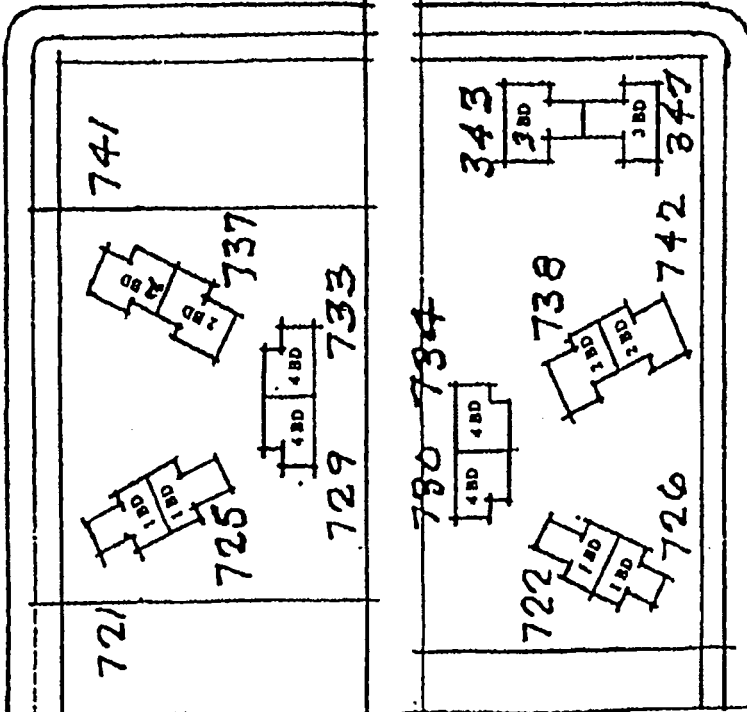
B Street

Project 23-04, Abby Circle  
(1 of 2)

C Street

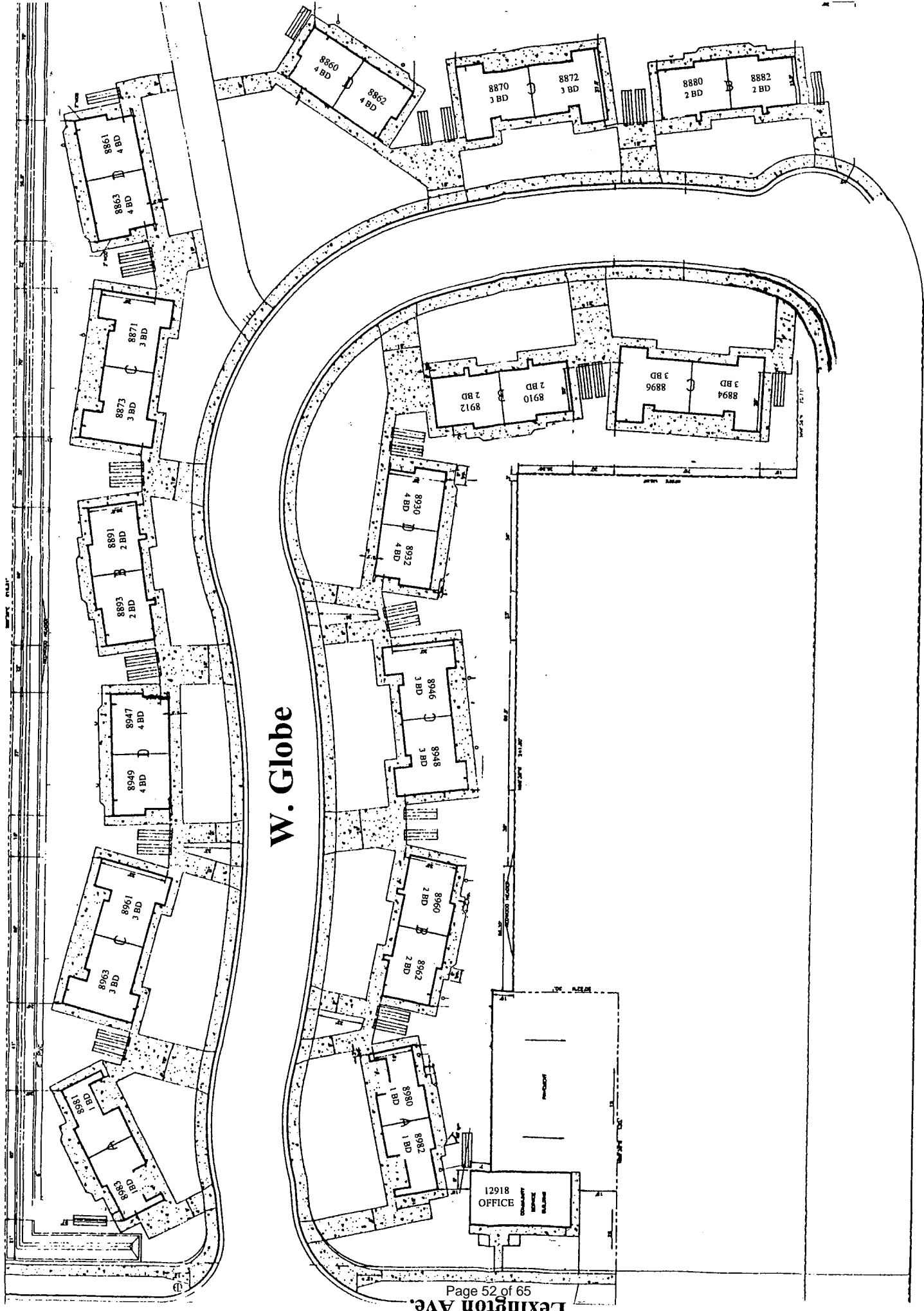


F Street



D Street

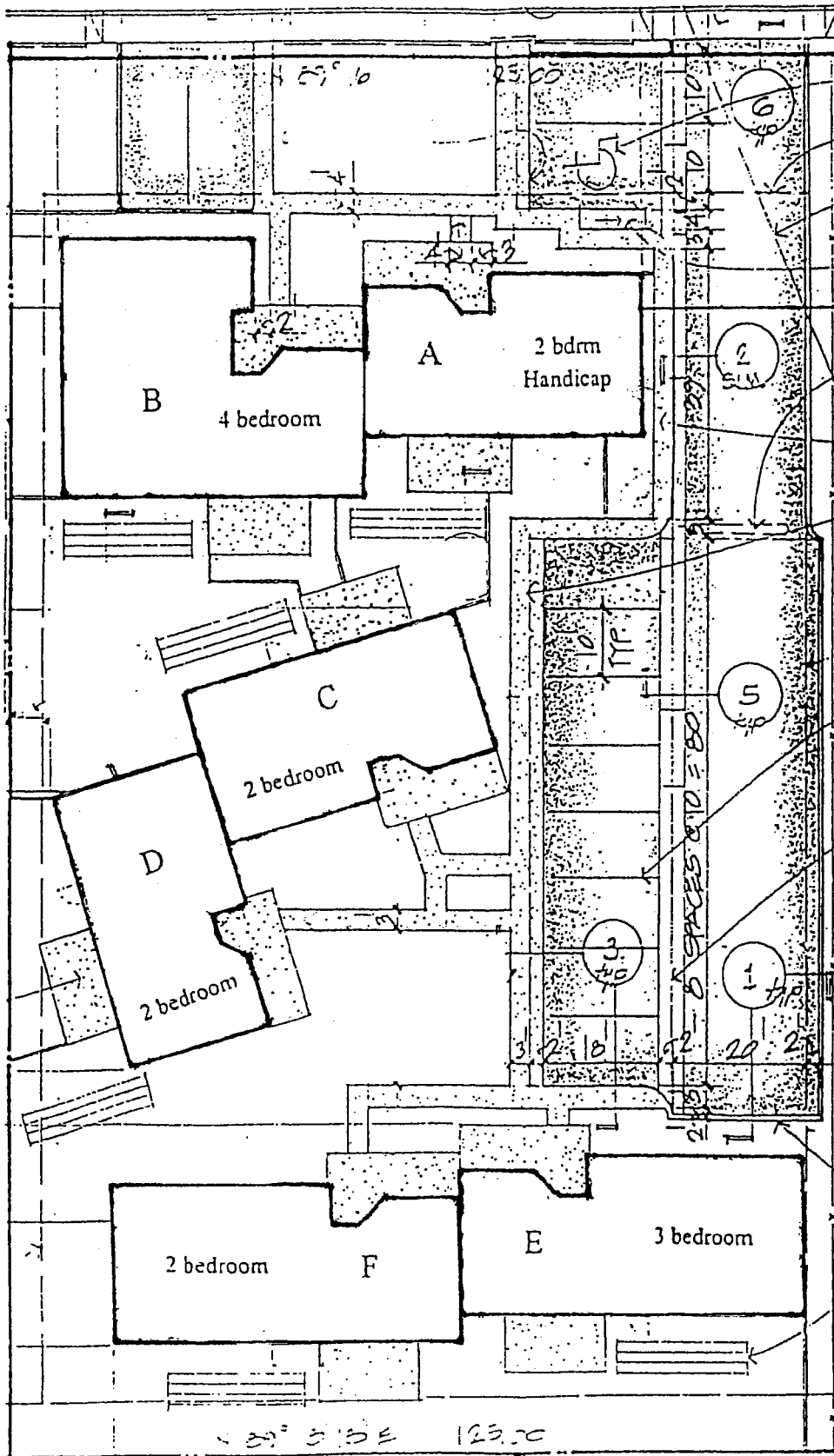
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(2 of 2)



W. Globe

Page 52 of 65  
 Lexington Ave.

Project 23 - 05 -



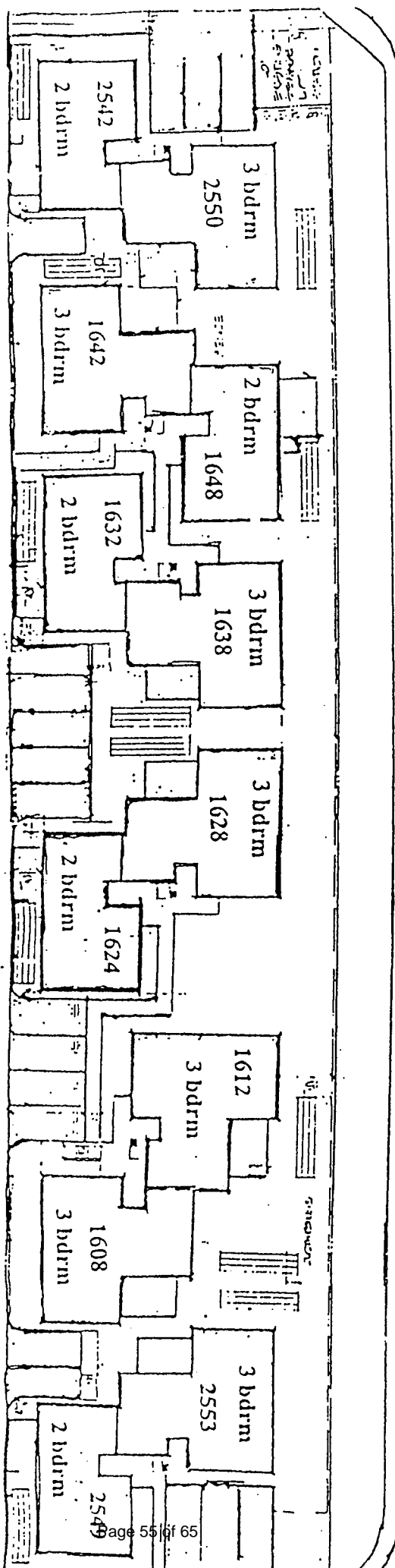


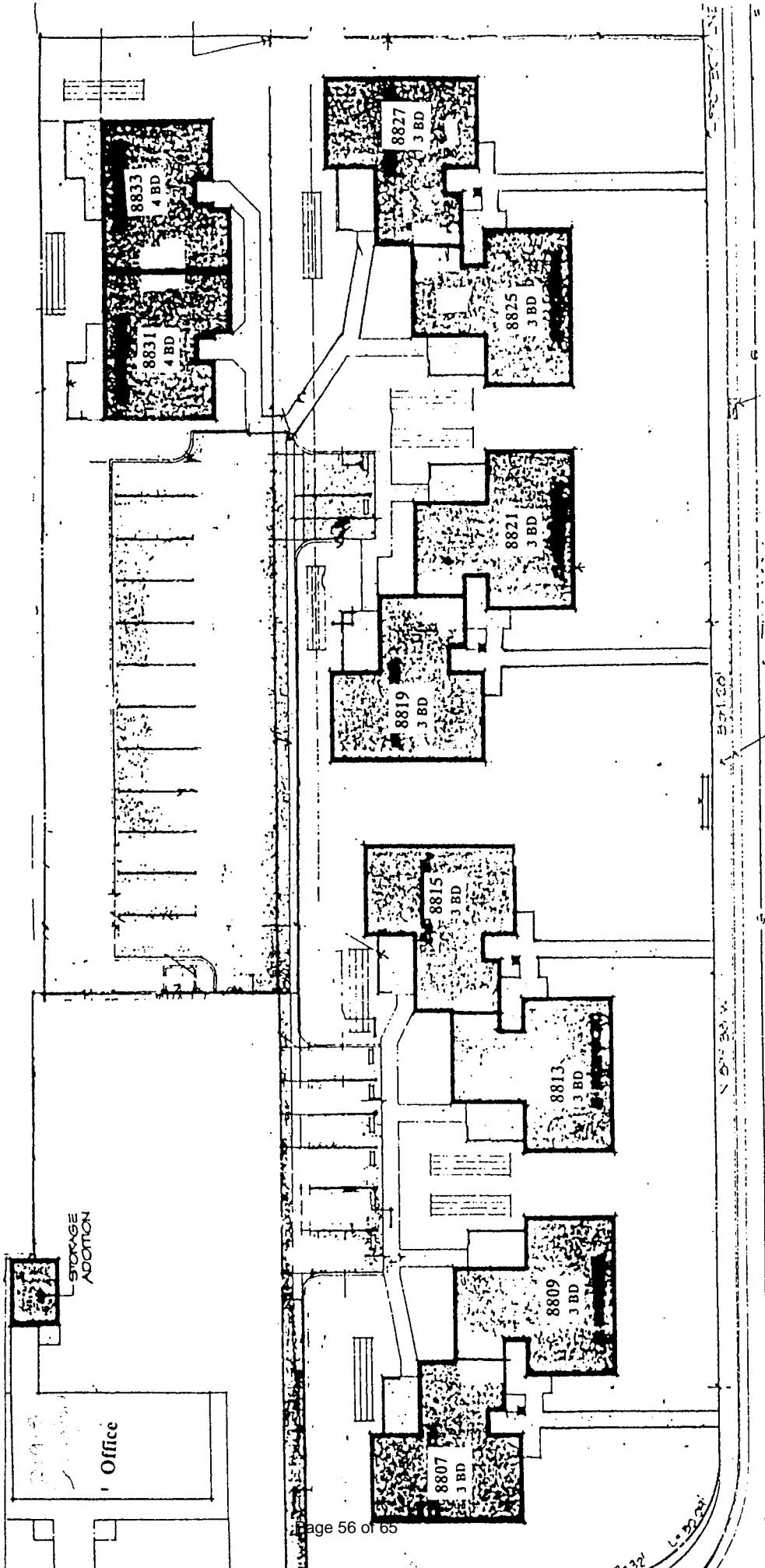
Palo Alto  
Street

Project 23-12C, Dos Palos

Alleyn Ave.

Highway 33





Ave.

Globe Ave.

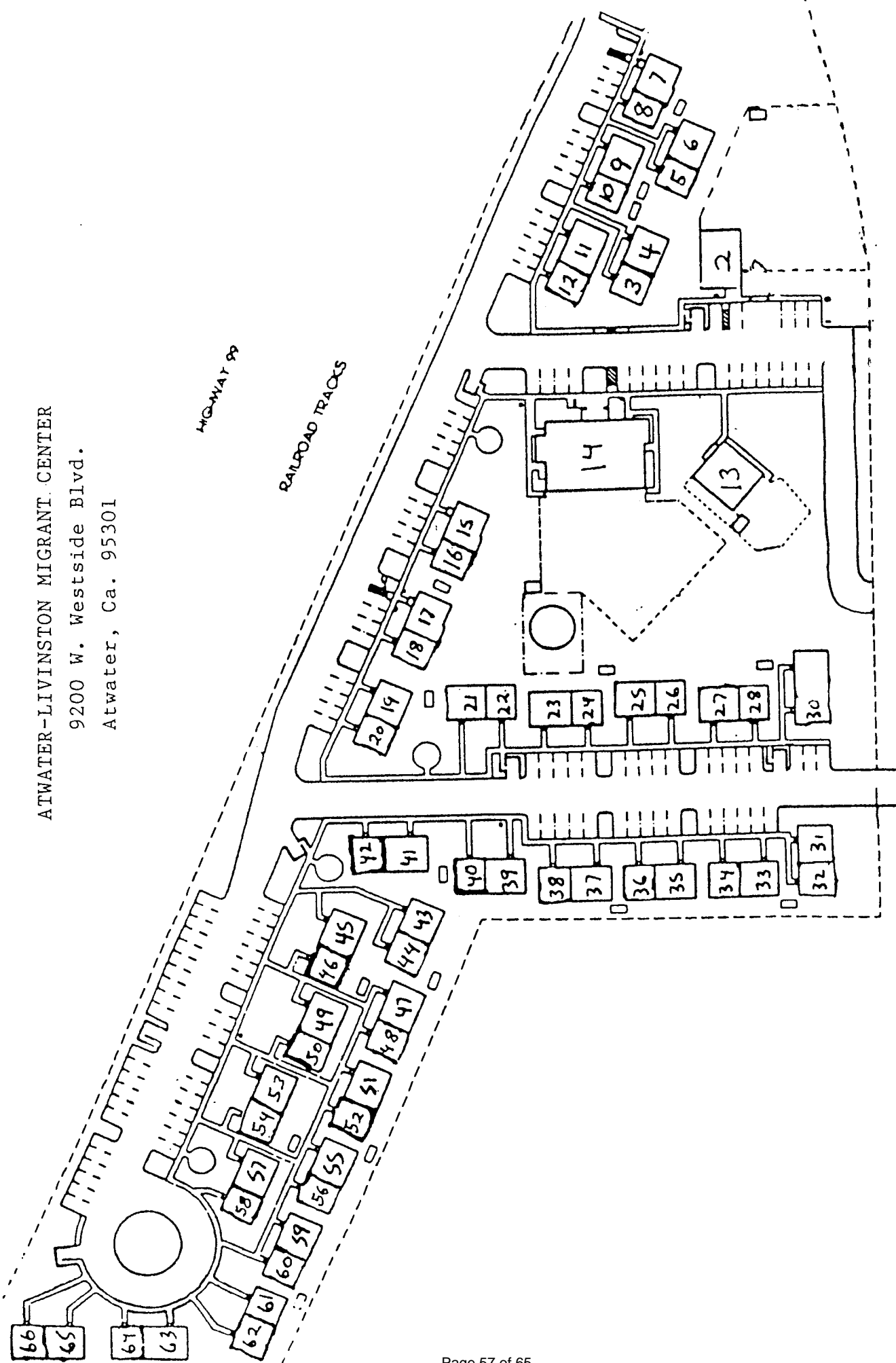
EXISTING S.C.O.



ATWATER-LIVINSON MIGRANT CENTER

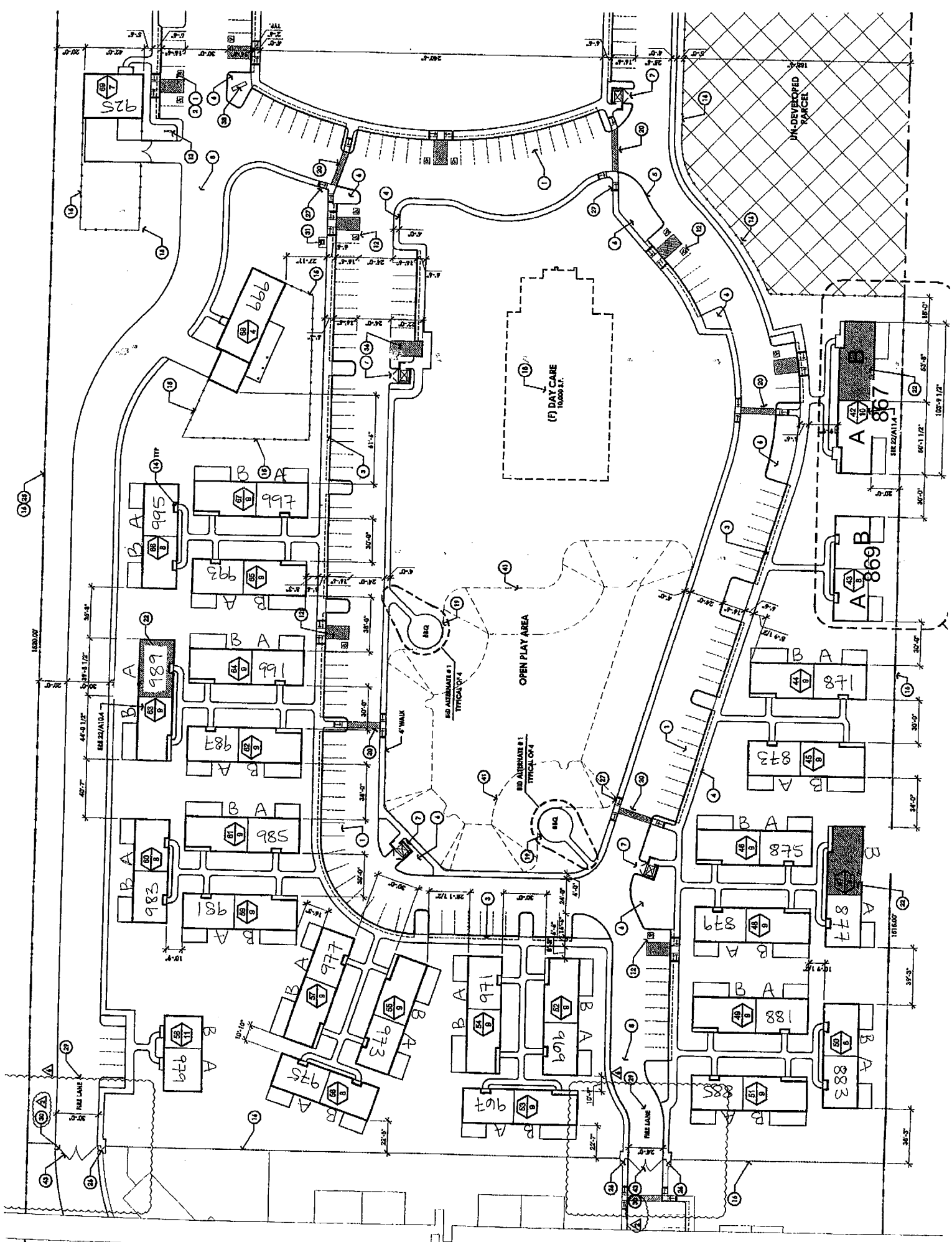
9200 W. Westside Blvd.

Atwater, Ca. 95301



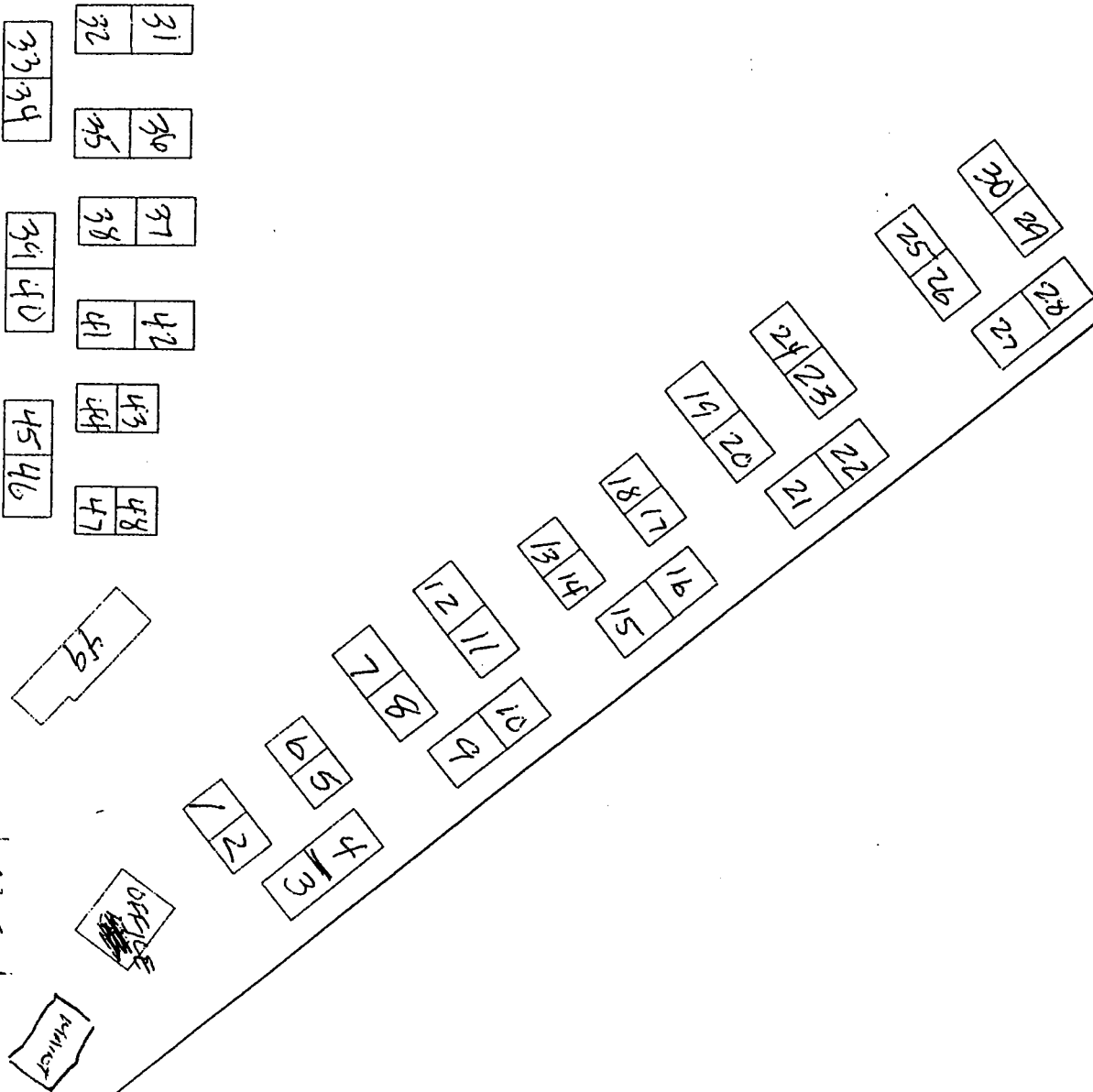
WESTSIDE BLVD

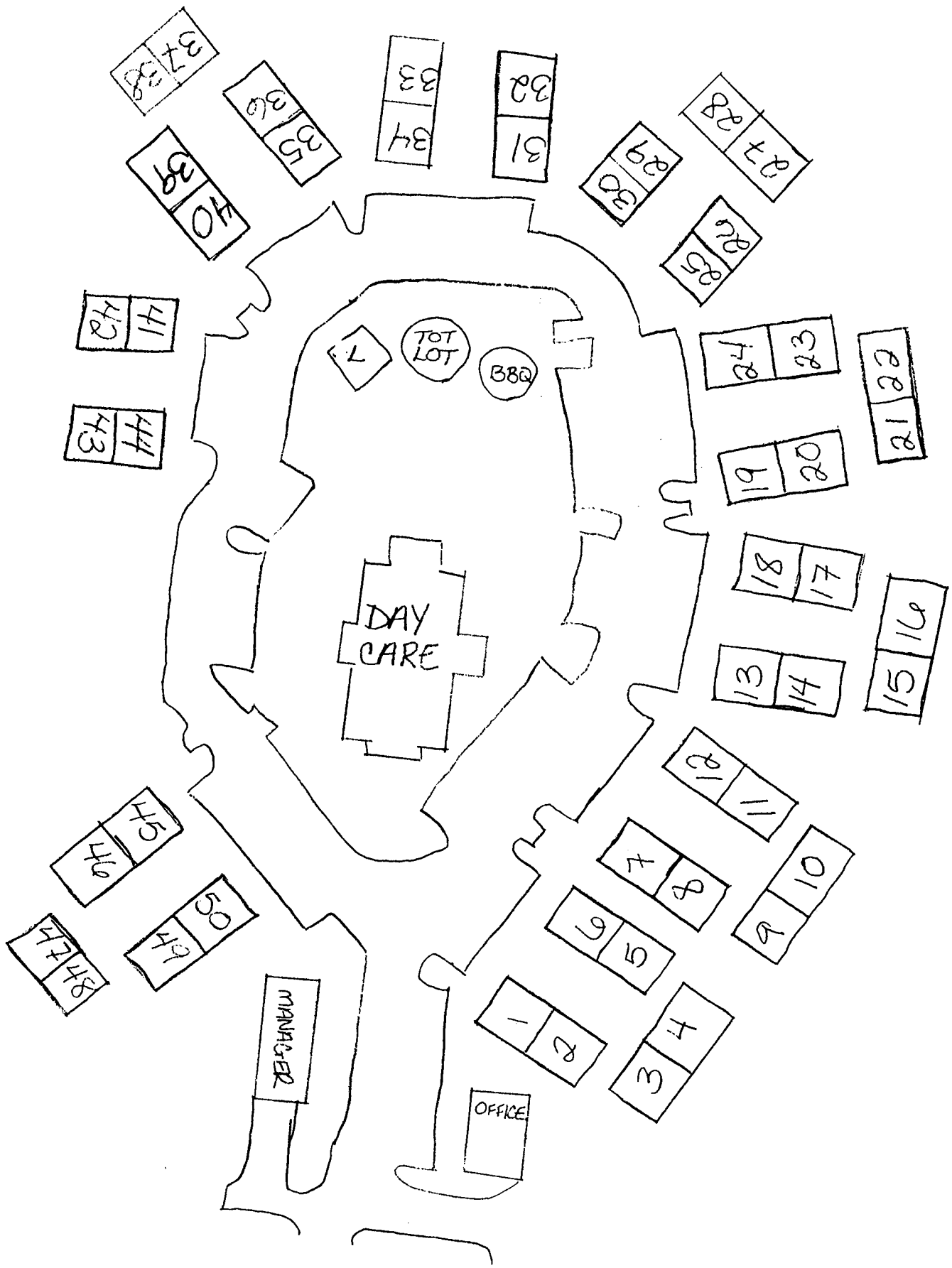




MERCY SPRINGS RD

LOS BANOS MC.

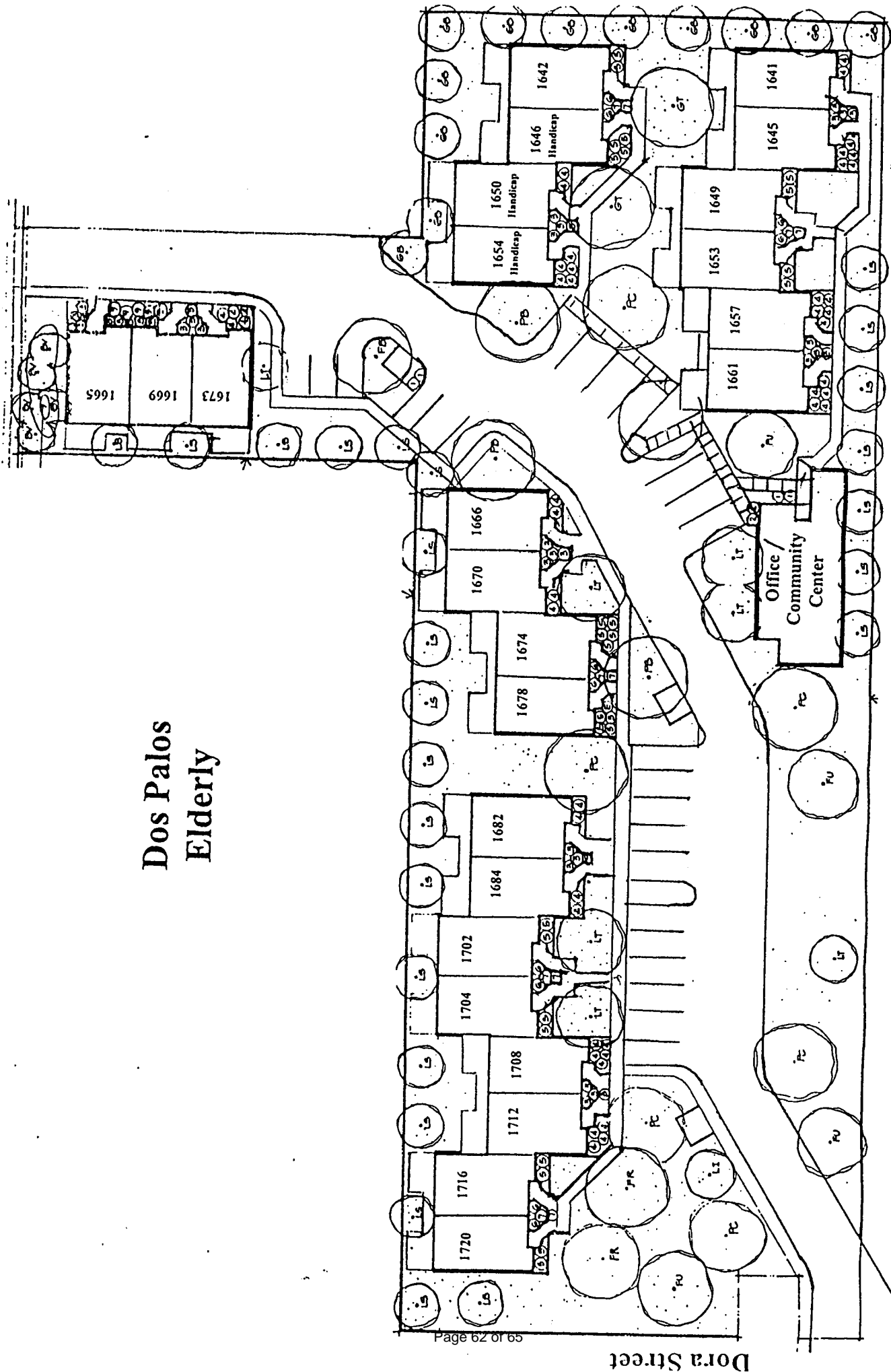




MERCED CENTER

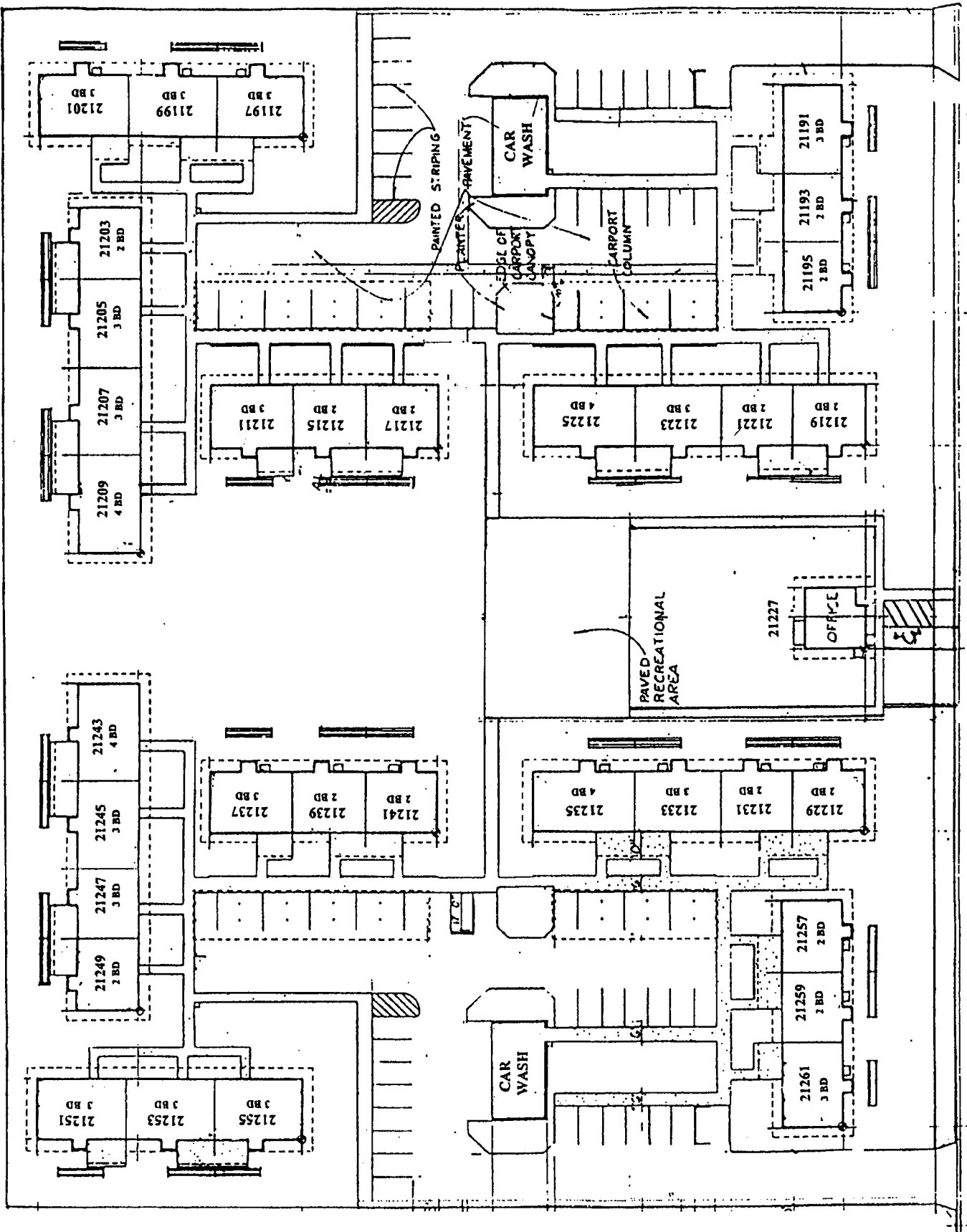
Oliver Street

# Dos Palos Elderly



Dora Street

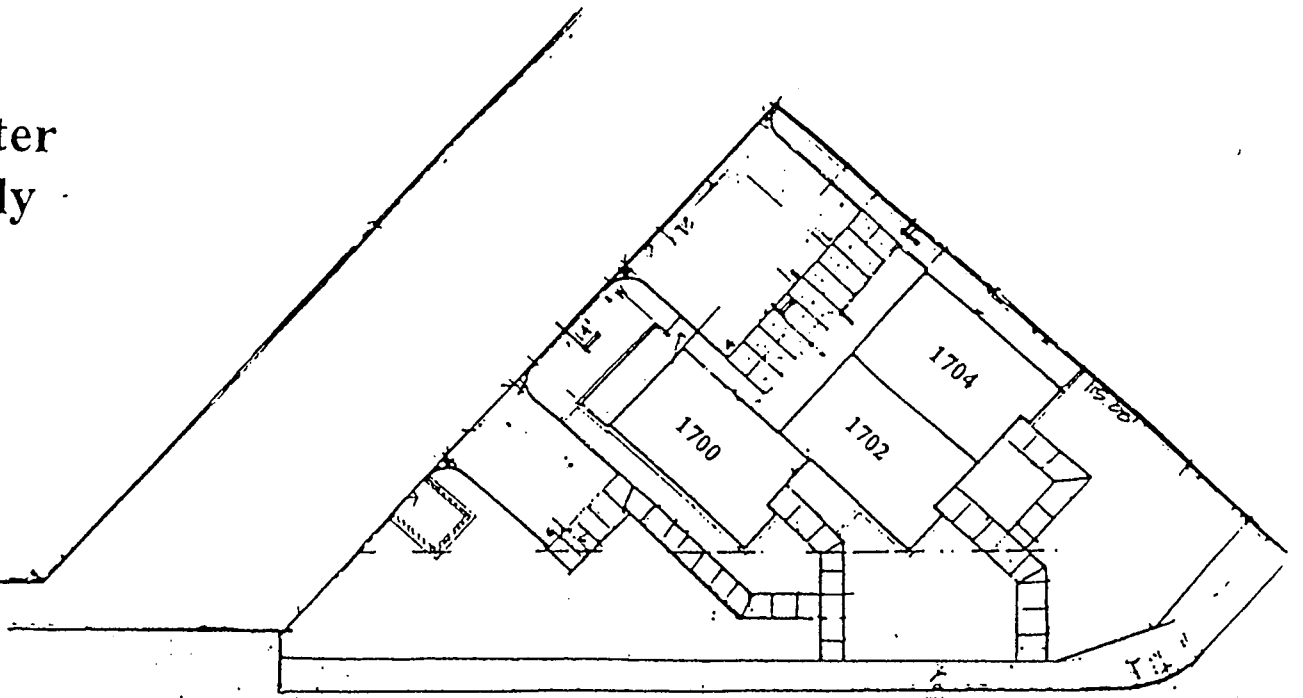
Project 23 - 08



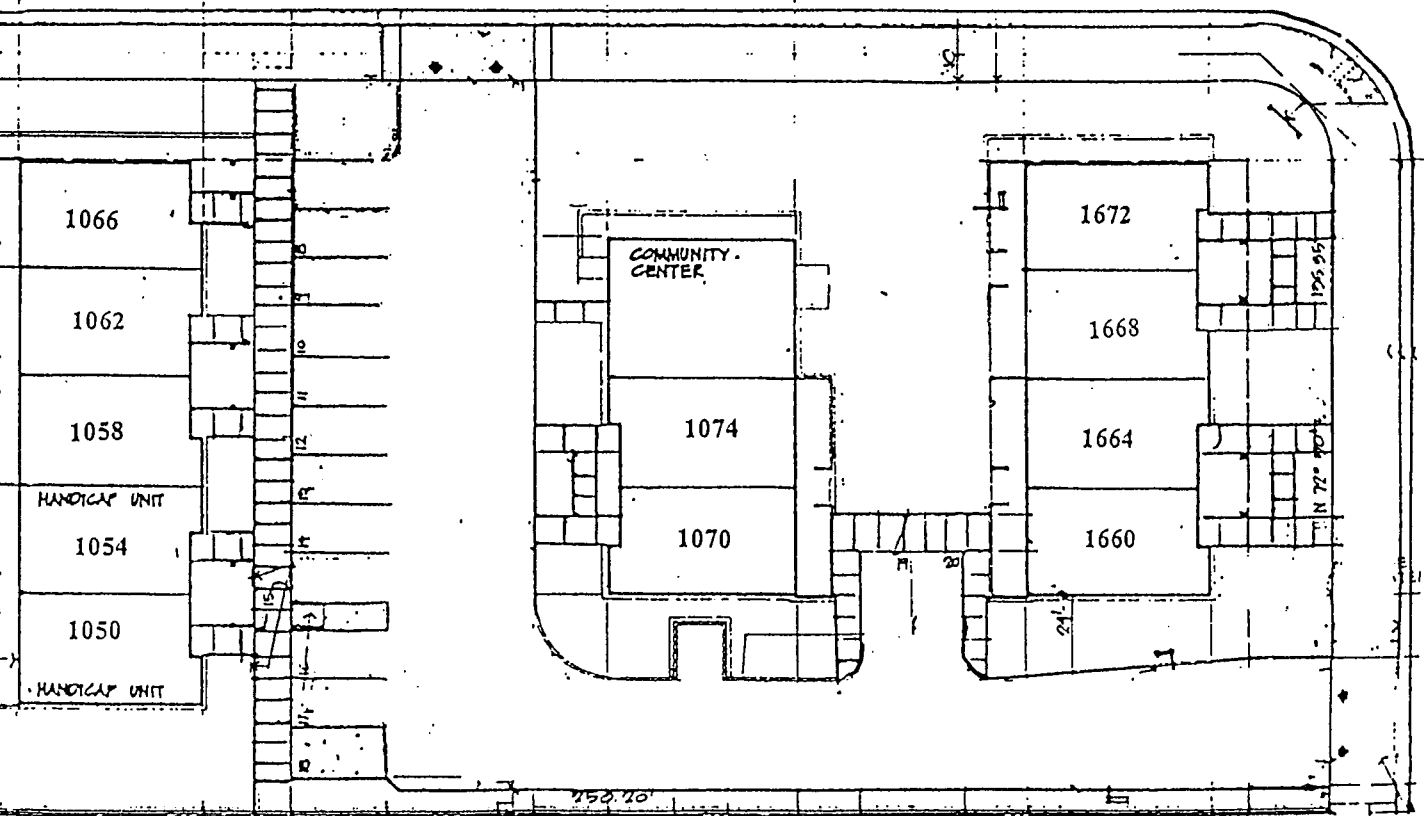
Midway

Project 23 - 07

Atwater  
Elderly



Sierra Vista St.



Olive Ave.



**AMP #4: 1202/1204/1206 & 1210/1212/1214 W. 1<sup>ST</sup> STREET, MERCED**

