

REQUEST FOR PROPOSALS (RFP)

No. 002-2025

Landscaping Services



**Republished RFP*

Table of Contents

Description	Page Number
Cover Sheet	1
Contents	2
Introduction	3
RFP Information at a Glance	3
Request for Proposals	4
Instruction to Bidders	5
The Agency's Reservation of Rights	6
Administrative Information	7
Evaluation Criteria	11
Contractor Information	12
Scope of Services	15
Bid Package Checklist	17
Statement of Bidders Experience	18
Business Information Form	20
Section 3 Clause	21
Non-Collusive Affidavit	22
Bid Form – Brighton Place	23
Bid Form – Joesph Floyd Manor	24
Bid Form – Scattered Sites	25
Bid Form – Mayflower	27
HUD Forms Attached	

INTRODUCTION

The Charleston County Housing & Redevelopment Authority (hereinafter, "the Agency") is a public entity that was formed in 1981 to provide federally subsidized housing and housing assistance to low-income families, within Charleston County, South Carolina. The Agency is headed by a Chief Executive Officer (CEO) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages: (a) Conventional Public Housing complexes totaling 381 units; (b) administers a total of 1,112 Section 8 Housing Choice Vouchers; (c) a non-profit Affiliate Action Housing Corporation, with plans to acquire several affordable housing units. The Agency is entrepreneurial in its mission to develop and provide housing to low-income families and individuals, and in serving the community at large. The Agency currently employs 21 staff.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above-mentioned services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

Thank you for your interest in bidding with Charleston County Housing and Redevelopment Authority.

Angela Childers 
 Chief Executive Officer
 Charleston County Housing and
 Redevelopment Authority

RFP INFORMATION AT A GLANCE

AGENCY CONTRACTING OFFICER (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Ms. Childers.)	Angela Childers, Chief Executive Officer Telephone: (843) 628-0728 E-mail: achilders@cchra.net
AGENCY CONTACT PERSON	Lameshia Eaves, Procurement Officer Telephone: (843) 628-6235 E-mail: procurement@cchra.net
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	The RFP may be obtained by contacting the Agency Procurement Officer at procurement@cchra.net or by phone at (843) 628-6235
RFP Release Date	Tuesday, March 25, 2025
DEADLINE TO SUBMIT QUESTIONS	Friday, April 18, 2025 4:00 PM EST
PROPOSAL SUBMITAL RETURN & DEADLINE	Tuesday April 29, 2025, 2:00 PM EST 2106 Mt. Pleasant Street, Charleston SC, 29403. (The "hard copy" proposal must be in a sealed envelope received in-hand and time stamped by the Agency by no later than 2:00 PM EST on this date).

REQUEST FOR PROPOSALS

Landscaping Services

Charleston County Housing and Redevelopment Authority (CCHRA), is requesting proposals for mowing grass, lawn and landscaping services at two apartment complexes and several scattered sites. CCHRA is issuing this RFP to qualified, licensed, and insured companies to provide landscaping services. The contractor will furnish all labor, materials, equipment, and services necessary to complete the work.

Obtaining the RFP: To obtain a copy of the RFP, email procurement@cchra.net. You may call Lameshia Eaves by phone at (843) 628-6235 or visit our website at www.cchra.net

Questions: Any questions or request for further information must be submitted in writing no later than Friday, April 18, 2025 4:00 PM EST, by email to procurement@cchra.net. In order to maintain a fair and impartial competitive process, CCHRA will only respond to written questions received within the specified time frame. CCHRA must avoid private communication with prospective Respondents during the evaluation period. The written questions will be the only opportunity for the Respondents to ask questions as to form and content. Please respect this policy and do not attempt to query CCHRA personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.

Submission Deadline: *Proposals must be in a sealed envelope, binder clipped together (no staples), clearly marked confidential and address as follows:*

Charleston County Housing and Redevelopment Authority

RFP 002-2025 Landscaping Services

Attention: Lameshia Eaves

2106 Mt. Pleasant Street, Charleston SC, 29403

Must be received no later than Tuesday, April 29, 2025, 2:00 PM EST. Proposals must be mailed by US mail or delivered to CCHRA by the deadline stated above. Faxed or email submittals will not be accepted.

****Republished RFP***

INSTRUCTION TO BIDDERS

1. Bidders are expected to examine the specification, all instructions and work sites. Failure to do so will be at the bidders' risk. Bidders may make an appointment to view the properties prior to April 29, 2025, by contacting agency contact person.
 2. All bids must be submitted on forms provided by the CCHRA.
 3. Bidders must complete and sign HUD Form 5369-A *Representations, Certifications and Other Statements of Bidders*.
 4. Bidders must complete and sign Form of Statement of Bidders Experience.
 5. Bidders must complete and sign Business Information Form.
 6. Bidders must complete and sign Non-Collusive Affidavit.
 7. Awarded Contractor must provide evidence of the following insurance coverage:
 - A. Workers Compensation (must meet state requirements)
 - B. General Liability - \$500,000 Minimum Bodily Injury & Property Damage
 - C. Comprehensive General Liability Including Non-Owned Automobile Insurance (must meet state requirements)
 8. Awarded Contractor must provide copies of the following
 - A. Federal Tax ID/W9
 - B. State and/or local license
 9. Minimum Wage Rate Requirements: Laborer \$7.25/Hour
- Wage certification must be provided at the time of payment request: Submission of payroll is required.

THE AGENCY'S RESERVATION OF RIGHTS

The Agency reserves the right to:

1. **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
2. **Right to Not Award.** Not award a contract pursuant to this RFP.
3. **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
4. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.
5. **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 30 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
6. **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
7. **Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
8. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
9. **Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. The proposer is agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
10. **Right to Prohibit.** By submitting a response to this competitive solicitation, the respondent thereby affirms that he/she obtained all information. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitation are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to contact the CO in order to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained documents from the CO.

ADMINISTRATIVE INFORMATION

Submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to CCHRA is important for respondents to clearly demonstrate their expertise in the areas described in this document.

Respondents must identify and clearly label in the submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. CCHRA reserves the right to request additional information or documentation from the respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials must be included in a separate section of the proposal. In submitting a proposal, the respondent agrees that any costs or prices proposed will be valid for a minimum of 90 days from the proposal due date. Use of the words Bidder, Proposer, Offeror, or Respondent refer to the firm or entity responding to this RFP.

Scope

The purpose of this solicitation is to obtain a qualified firm or firms to provide landscaping services to CCHRA. Contractors must make their proposal on the entire footprint. Nothing herein is intended to limit proposals but is for the purpose of meeting the full needs of CCHRA using a system of fair, impartial and free competition among Respondents. It is the intent and purpose of CCHRA that this RFP permit competition. It will be the Respondent's responsibility to advise the Chief Executive Officer of CCHRA if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. A review of such notifications will be made.

Diversity

CCHRA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on CCHRA contracts.

Discussions/Negotiations

In accordance with Federal and CCHRA Procurement Policy, CCHRA may conduct negotiations with any Respondent submitting a proposal which appears to be eligible for award pursuant to the selection criteria set forth in the RFP. All apparently eligible Respondents will be afforded the opportunity to submit best and final proposals if negotiation with any other Respondent results in a material alteration to the RFP and such alterations has a cost consequence that may alter the order of Respondents price quotations contained in the initial proposals. In conducting negotiations, there will be no disclosures of any information derived from proposals submitted by competing Respondents.

Respondent Responsibility/Specifications Mandatory

Each Respondent will fully acquaint himself with the conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFP. The failure of a Respondent to acquaint himself with existing pre-contract conditions or post-contract consequences will in no way relieve such Respondents of any obligation with respect to the proposal or to any contract resulting here from. Respondents are notified that failures to inspect, familiarize, or otherwise gather information as to the total cost to the CCHRA, will, in addition to any and all other remedies available, create cost difference

liabilities and claims against the successful Respondent. The Respondent must meet all of the mandatory specifications and requirements set forth in this RFP. By incorporating said specifications into the Respondent's proposal, subject to acceptance by the CCHRA of any amendments hereto as submitted by the Respondent, the Respondent is agreeing to comply with said specifications. Failure to provide mandatory capability will result in rejection of the Respondent's proposal.

Conflicts of Interest

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent 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 Chief Executive Officer which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. CCHRA may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Chief Executive Officer, CCHRA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements where in the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of or delegate to the U.S. Congress or CCHRA Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of CCHRA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the CCHRA 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.
8. CCHRA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

Multiple Proposals

Respondents may submit only one proposal for this RFP. It is the responsibility of the Respondent to submit that proposal which the Respondent feels best meets the requirements of this RFP.

Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless the CCHRA Chief Executive Officer makes a written determination that it would be disadvantageous to CCHRA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the CCHRA's Chief Executive Officer

Incurring Costs in Preparing Proposals

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondents will become the property of CCHRA and will not be returned. Firms selected for further negotiations, as well as the firm ultimately selected to enter into a contractual agreement with CCHRA, will be responsible for all costs incurred during negotiations.

Amendments

If it becomes necessary to revise any part of the RFP, all amendments will be provided in writing to all Respondents. All amendments to and interpretations of this solicitation will be in writing. CCHRA will not be legally bound by any amendment or interpretation that is not in writing.

Receipt of Proposals: Timeliness

Any proposal received after the schedule opening date and time will be immediately disqualified and rejected without any consideration what-so-ever.

Confidential Information

No documents relating to this RFP will be presented or made otherwise available to any other person until notification of Award. Commercial or financial information obtained in response to this RFP which is privileged and confidential and if clearly marked as such will not be disclosed at any time unless requested by court order. Such privileged and confidential information includes that which if disclosed might cause harm to the competitive position of the Respondent supplying the information. Respondent's therefore, must visibly mark as "CONFIDENTIAL" each part of a proposal which they consider to contain propriety information.

Public Opening

All proposals received in response to this RFP will be opened publicly at the time and place specified, if designated. At that time, only the name of each Respondent will be listed and made available for public inspection. No other information will be made available until after award.

Partial Acceptance

All proposals must be for the entire RFP. However, CCHRA reserves the right to accept any portion(s) of the Respondent's proposal if it is deemed to be in the best interest of CCHRA to do so.

Award

Award will be made to the responsive and responsible Respondent whose proposal is determined by CCHRA to be the most advantageous to CCHRA, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria may be used in evaluation and there must be adherence to any weights specified for each factor in the RFP. However, the right is reserved to reject any and all proposals received and, in all cases, CCHRA will be the sole judge as to whether an Respondent's proposal has or has not satisfactorily met the requirements of this RFP as governed by the Federal Regulations and the CCHRA Procurement Policy.

Contract/Award

The Contract for Landscaping Services as requested in this RFP document may be subject to the approval of the CCHRA Board of Commissioners.

This RFP will result in a fixed contract or specified payment schedule, the terms of which will be negotiated between CCHRA and the selected Respondents. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein.

Contract Term

The term of this contract shall be for the duration of time to complete entire project commencing on the date of execution. No cost increase shall be allowed during the agreement unless it is stated as such in the respondent's proposal.

Termination

Either party may terminate this agreement by giving the other party thirty (30) days written notice.

Insurance

Contractor must have and keep in force during the term of the service the following insurance as a minimum:

1. Worker's Compensation in accordance with South Carolina Worker's Compensation requirements.
2. Minimum General and Public Liability Insurance of \$1,000,000 bodily injury and \$500,000 property damage to protect the Contractor and the Housing Authority.
3. Vehicle Insurance, at least the minimum specified by South Carolina law.

Provide the Authority Certification of the insurance coverage prior to commencement on the work.

The insurance company agrees that the policy(ies) shall not be canceled, changed or allowed to lapse until then (10) days after the Authority has received written notice of the of the cancellation or change or laps, as evidence by return receipt of certified or registered letter, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than 15 days prior to the expiration date shown on the policy.

Indemnification

The CCHRA, its officers, agents, and employees will be held harmless from liability from any claims, damages, and actions of any nature (including costs of reasonable attorney fees) arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the user to use the materials in the manner outlined by the Contractor literature or specifications submitted with the contractor's proposal.

Licenses, Permits, and Compliance

During the term of the contract, the contractor will be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each. It will be the contractor's responsibility to comply with all codes, rules, ordinances, regulations, tariffs and industry standards.

Equal Employment Opportunity

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

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their race, color, religion, sex, national origin, or handicap.
- 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, national origin, or handicap.

NO SMOKING on/in CCHRA Properties

HUD has issued a regulation instituting Smoke Free Public Housing. All Public Housing Developments are Smoke Free, and smoking will NOT be permitted on Charleston County Housing and Redevelopment Authority property. The Contractor will follow the Regulation.

EVALUATION CRITERIA

The proposals will be evaluated using the following weighted criteria

EVALUATION CRITERIA	MAXIMUM RATING POINTS
Experience/Capacity and Approach to deliver the scope of services	20
Working knowledge and understanding of the requirements of the scope of services	20
Costs	50
References	10
Minority and/or women owned business Bonus Points	(5)
Total Points	100

CONTRACTOR INFORMATION

Access for Emergency Vehicles

The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

Communication

All requests for changes shall be submitted to the Agency and approved by the Chief Executive Officer or their designee. The Agency anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.

Contractor's Request for Payment

1. Request for Payment. The awarded Contractor shall submit a request for payment upon completion of each mowing. CCHRA will inspect all work and pay upon satisfactory completion. Reasons for not accepting the contractors work may include:
 - i. Not trimming or edging.
 - ii. Leaving patches of uncut grass.
 - ii. Overrunning cutting schedule.
 - iv. Failure to pick up trash and debris before cutting.
 - v. Creating safety hazards to residents when cutting.
 - vi. Failure to maintain required insurance.

Debris

The Contractor shall clean work areas daily when contractor is working at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

1. All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas, when applicable.
2. The Contractor must examine the work area and determine any unsuitable work condition.
3. Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
4. The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.

Required Licensing

The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Charleston (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of South Carolina.

Safety

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work and to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff and the public. This shall include, but not be limited to, compliance with all OSHA- related Federal and local laws, codes, and regulations.

Security During Work

The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.

Site Assessment

The Contractor(s) are strongly encouraged to examine the project site before submitting a proposal.

Temporary Facilities

It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Time of Completion

The Contractor shall commence work under the ensuing contract on a date to be specified within the Form of Contract issued by the Agency. Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM ET. All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning.

Tools/Equipment/Materials

The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.

Work Standards

It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Charleston (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of South Carolina, or any applicable Federal Agency. Smoking is prohibited within the building and within the building property boundaries.

Davis Bacon Federal Wage Rates

As detailed within pertinent HUD and Federal regulation, the contractor is required to pay Davis-Bacon wage rates (for all "construction contracts in excess of \$2,000"). This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls, etc.).

Wage Rates

1. This contract is subject to Federal HUD provisions; therefore, the Contractor must:
 - Pay employees a minimum HUD Determined Wage Rate
 - Certify each pay request that workers have been paid no less than the minimum HUD Determined Wage.
2. If the Contractor is a sole owner/operator and uses no employees for this contract, then the HUD Determined Wage Rates do not apply.
3. Following are the minimum HUD Determined Wage Rates the Contractor must pay all employees working under this agreement:

Position	<u>Minimum</u> HUD Determined Wage
Grounds Laborer	\$7.25/hour

Disputes

1. If the Contractor has a claim against the Authority, the Contractor must submit the claim in writing within thirty days of the occurrence.
2. The Chief Executive Officer shall within thirty (30) days after the receipt of the request decide the claim or notify the Contractor of the date by which the decision will be made.
3. The Chief Executive Officer's decision will be final unless the Contractor appeals in writing to the Authority's Board of Commissioners. The Contractor must make such an appeal within thirty days of written notification of the Chief Executive Officer's decision.

SCOPE OF SERVICES

1. The work shall consist of furnishing all materials, and equipment to perform landscaping services at the listed developments. Storm Damage clean-up resulting from hurricanes, lightening, or other extreme weather conditions (Acts of God) are not included in the scope of this agreement but may be for an additional fee from the contractor if necessary.
2. The Term of the Service will be for two years with the option to renew for a third and fourth year if both parties agree. The Authority specifically reserves the right to increase or decrease the number of mowings at its sole discretion depending upon such factors as funding levels, weather and desired appearance. Additionally, the Authority intends to remove 30 single family homes from this list within the year.
3. Schedule of Mowings:

Months	Approximate Number of Mowings
January	1
February	1
March	1
April	2
May	2
June	3
July	3
August	3
September	2
October	1
November	1
December	1

4. Contractor must follow the mowing schedule unless otherwise notified by CCHRA.
5. Contractor must pick up trash, limbs, and debris before mowing.
6. Contractor must trim and weed eat grass around buildings, trees, shrubs, posts, fences, ditches, and the like.

7. Contractor must edge sidewalks, driveways and other areas needing edging once per month
8. Cutting height must be no lower than 2" and no higher than 2 ½".
9. Do not use weed killer without the express written permission of CCHRA.
10. Contractor is responsible for the entire area of the complex/unit to the fence. Including in the front and to the roads.
11. Contractor will maintain to the road on both sides at Brighton Place
12. All leaves should be removed at each mowing. Piling leaves around buildings and trees is not acceptable.
13. Fences tracks at Brighton Place and Joesph Floyd Manor should be cleaned with each mowing.
14. At Brighton Place the storm drain catch basins hold yellow silt sacks. Landscaper must remove all debris around every catch basin with every mowing.
15. At Brighton Place all concrete spill ways/ditches are to be debris free with every mowing
16. At Bright Place the outfall by the pond should remain debris free and should be checked and cleaned if necessary, with each mowing.
17. Contractor should mulch shrub beds at Brighton Place 2X per year- Spring and Fall.
18. CCHRA understands that at Brighton Place the lawn has not been maintained to the fence line, in this case there may be an increased 1X initial landscaping charge for this clean up.
19. Contractors must bid per unit prices. The cost by developments to mow and service each development grounds once. Contractors must verify acreage and all conditions affecting work before bidding.
20. Thirty (30) of the single family homes in this contract will be sold. When they are sold they will be removed from this contract. We hope to sell them in 2025.
21. Additional single family home may be added and removed as they become vacant and occupied.

BID PACKAGE CHECKLIST

Please use this checklist to ensure all required information has been included in your proposal.

- Statement of Bidder's Experience
- Business Information Form
- Non-Collusive Affidavit
- Bid Cost per Unit (4 properties)
- Form HUD-5369-A - *Representations, Certifications and Other Statements of Bidders*

Other Informational HUD Attachments – Do not return

- Form HUD-5369-B - *Instructions to Offerors Non-Construction*
- Form HUD-5370-C - *General Conditions Non-Construction Contracts*

STATEMENT OF BIDDER'S EXPERIENCE

1. Name of Bidder: _____
2. Office Address: _____

3. Phone: _____
4. Email Address: _____
5. How many years have you been engaged in the landscaping business under your present firm name? _____ Years
6. List three most recent contracts completed:

1. Name: _____
Address: _____
Phone: _____

2. Name: _____
Address: _____
Phone: _____

3. Name: _____
Address: _____
Phone: _____

7. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If yes, please explain:

8. Have you ever defaulted on a contract?

_____ Yes _____ No

If yes, please explain:

9 Number of employees: _____

10. Insurance:

Do you carry bodily injury and property damage insurance? _____

Do you carry Workers Compensation Insurance? _____

I Certify The Above Is True And Complete.

Signature _____

Date _____

I AUTHORIZE A REPRESENTATIVE OF CHARLESTON COUNTY HOUSING AND REDEVELOPEMENT AUTHORITY TO VERIFY ALL INFORMATION SUPPLIED ON THE STATEMENT OF EXPERIENCE.

Signature _____

Date _____

BUSINESS INFORMATION FORM

In order to fulfill our obligation, we must request some information from our bidders. Please answer Yes or No to the questions provided and sign and date the form before submitting along with your bid package.

1. Is your business 51% or more owned and controlled by one (or more) of the following (please check all that apply):

- Yes No a. A resident of the project area who is on public assistance or living in public housing?
- Yes No b. Is/are the owner (or owners) of the business able to verify that their income falls into the low-income bracket defined for Charleston County (80% or less of the median income, see attached sheet)? ""
- Yes No c. A minority? Please list your ethnicity: ____
- Yes No d. A woman?
- Yes No 2. Does your company employ low-income personnel for at least 30% of its full-time permanent labor force; or employees that were on public assistance within the 3 years directly before being hired by your company? ""
- Yes No 3. If awarded this project, would you be willing to provide training and employment opportunities to disadvantaged individuals should your company have a need for additional labor to complete this project?
- Yes No 4. Would you be willing to sign a contract that requires you to disclose information about your employees, their legal US status, and their wages?
- Yes No 5. Would you be willing to sign a contract that discloses any subcontractors you plan to employ and their legal US status and other labor data?
- Yes No 6. Are you willing to record and maintain documents from this project for a maximum of 5 years in the event of a federal audit?
- Yes No 7. Are you able to certify that your company or any of its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing work for any federal, state, or local agency? Or had any contracts terminated for cause or default?
- Yes No 8. Do you or have you had any civil judgments, charges or other legal proceedings against your company or one of its principals in regard to governmental contracting?

I, _____ of the business
Name Title

Name of Business

Do hereby certify that all of the answers to the above questions are true and correct. Furthermore, I understand that I may be asked to provide documentation to confirm my answers. If, in fact, I am awarded this project and any of my answers are found to be false, my contract will be terminated.

Date: _____ Signature: _____

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Note*Refer to 24 CFR Part 135 for all the requirements related to Section 3.

NON-COLLUSIVE AFFIDAVIT

State of: _____

County of: _____

_____, being first duly sworn, deposes

and says: That he/she is _____ of
(title)

(company)

(A partner or officer of the firm of, etc.), the party making the foregoing proposal or bid; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the housing authority, or any person interested in the proposed contract; and that all statements in said Proposal or Bid are true.

(Signature of Bidder, if Bidder is an individual)

(Signature of Bidder, if Bidder is a Partnership)

(Signature of Bidder, if Bidder is a Corporation)

Notary:

Subscribed and sworn to before me this _____ Day of _____,

(Notary Public)

My Commission Expires: _____

BID FORM
 BRIGHTON PLACE (BP)
 Landscaping Services

Bidders:

The undersigned having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, the specifications, the general requirements, the general scope of the work and the form of contract hereby agrees to furnish labor, equipment and services required to satisfy the Bid Specifications at the following per unit price:

<u>SITE</u>			<u>COST PER CUT</u>
Brighton Place - Initial Cut	\$ _____	X1 =	\$ _____
Total Cost Per Cut	\$ _____	X21 =	\$ _____
Mulching	\$ _____	X2 =	\$ _____
Total Base Price			\$ _____

Date: _____ Firm: _____

Official Address: _____ By: _____

_____ Title: _____

BID FORM

Joseph Floyd Manor (JFM)

Landscaping Services

Bidders:

The undersigned having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, the specifications, the general requirements, the general scope of the work and the form of contract hereby agrees to furnish labor, equipment and services required to satisfy the Bid Specifications at the following per unit price:

<u>SITE</u>			<u>COST PER CUT</u>
Joseph Floyd Manor	\$ _____	X21 =	\$ _____
Total Base Price			\$ _____

Date: _____ Firm: _____

Official Address: _____ By: _____

_____ Title: _____

BID FORM
Scattered Sites
Landscaping Services

Bidders:

The undersigned having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, the specifications, the general requirements, the general scope of the work and the form of contract hereby agrees to furnish labor, equipment and services required to satisfy the Bid Specifications at the following per unit price:

Address	Per Cut	Cuts	Total
7711 Desmond Dr. N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
5308 Albert St. N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
1141 Bonnie Lane Mt. Pleasant, SC 29464	\$ _____	X21 =	\$ _____
7608 Crossgate Blvd. N. Charleston, SC 29418	\$ _____	X21 =	\$ _____
7629 Crossgate Blvd. N. Charleston, SC 29418	\$ _____	X21 =	\$ _____
7070 North Kenwood Dr. N. Charleston, SC 29418	\$ _____	X21 =	\$ _____
2751 Mawood N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
2615 Myrtis Road N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
2628 Clara Lane N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
7042 Midland Dr. N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
4750 Linda St. N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
8943 Furr Ave. N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
2819 Shadow Lane, N. Charleston, SC 29406	\$ _____	X21 =	\$ _____
9880 Berrywood Ladson, SC 29456	\$ _____	X21 =	\$ _____
4493 Outwood Ladson, SC 29456	\$ _____	X21 =	\$ _____
2106 Mission Ave Charleston, SC 29407	\$ _____	X21 =	\$ _____
2223 Plainview Road Charleston, SC 29407	\$ _____	X21 =	\$ _____
2926 Bolton St. Charleston, SC 29407	\$ _____	X21 =	\$ _____
6224 Bevington Hollywood, SC 29449	\$ _____	X21 =	\$ _____
1149 Quail Dr. Charleston, SC 29412	\$ _____	X21 =	\$ _____
1236 Midvale Ave. Charleston, SC 29412	\$ _____	X21 =	\$ _____
1341 Witter St. Charleston, SC 29412	\$ _____	X21 =	\$ _____
1344 Teal Ave. Charleston, SC 29412	\$ _____	X21 =	\$ _____
1039 Yorktown Dr. Charleston, SC 29412	\$ _____	X21 =	\$ _____
2651 Leeds Avenue Charleston, Sc 29405	\$ _____	X21 =	\$ _____
1531 Inland Ave. Charleston, SC 29412	\$ _____	X21 =	\$ _____
7752 Cherrywood Charleston, SC 29418	\$ _____	X21 =	\$ _____

586 Kell Place Charleston, SC 29412	\$ _____	X21 =	\$ _____
1867 Grover Rd Johns Island, SC 29445	\$ _____	X21 =	\$ _____
1814 S. Mayflower Dr. Charleston, SC 29412	\$ _____	X21 =	\$ _____
** CCHRA will have the occasional vacant unit, Single family home to move out.	\$ _____	X21 =	\$ _____

Total Base Price \$ _____

Date: _____ Firm: _____

Official Address: _____ By: _____

_____ Title: _____

BID FORM

MAYFLOWER

Landscaping Services

Bidders:

The undersigned having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, the specifications, the general requirements, the general scope of the work and the form of contract hereby agrees to furnish labor, equipment and services required to satisfy the Bid Specifications at the following per unit price:

<u>SITE</u>			<u>COST PER CUT</u>
Mayflower	\$ _____	X21 =	\$ _____
Total Base Price			\$ _____

Date: _____ Firm: _____

Official Address: _____ By: _____

_____ Title: _____

*CCHRA does not manage this property yet but plans to manage it in Spring 2025.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (without maintenance) greater than \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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