

**INFORMATION PACKAGE  
FOR  
LANDSCAPING SERVICES  
AT**



**JAMES A. SLADE MMC BUILDING**

Danville Redevelopment and Housing Authority  
135 Jones Crossing  
Danville, VA 24541

Gary M. Wasson  
Executive Director

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## INVITATION TO BID

The Danville Redevelopment and Housing Authority (DRHA) will receive bids for Landscaping for the James A. Slade MMC Building located in the city of Danville, Virginia, until **4:00 p.m. EST on Wednesday, May 20, 2009**, at the DRHA James A. Slade Building, located at 135 Jones Crossing, Danville, Virginia 24541. (Mailing Address: DRHA James A. Slade Building, 135 Jones Crossing, Danville, Virginia 24541, ATTN: Carol Love) **All bids received by the date and time specified above will be publicly opened and read at 4:05 p.m. EST the same day.**

Copies of the Contract Documents may be obtained from DRHA's James A. Slade Building located at 135 Jones Crossing beginning **Thursday, May 7, 2009 after 3 p.m. EST**, for the non-refundable cost of \$50, paid by company check, or go to [nahro.economicengine.com](http://nahro.economicengine.com) and register to receive the bid package at no charge electronically. No applicant may receive more **than one (1) set** of the Contract Documents. Carol Love may be contacted with questions at (434) 792-5544 ext. 10.

A Pre-bid Conference will be convened at 135 Jones Crossing, Danville, VA 24541 on **Monday, May 11, 2009** at 9:00 a.m. which will include review of the Contract Documents and examination where work shall be performed.

A 5% Bid Bond is required for this bid, however an irrevocable letter of credit can be substituted.

DRHA reserves the right to cancel this Invitation for Bid at any time prior to award and for any reason it deems sufficient.

I. **PURPOSE:** The intent and purpose of this Invitation for Bids is to establish a firm price contract with qualified individuals or firms to provide Landscaping Services to the grounds of the James A. Slade MMC Building of the Danville Redevelopment and Housing Authority.

II. **STATEMENT OF NEEDS:**

A. **GENERAL:** The grounds of the Danville Redevelopment and Housing Authority include five (5) separate properties totaling approximately fifty (50) acres. Building operations occur at all times on all days with main consideration being Monday through Friday, 8:00 a.m. to 5:00 p.m. The Authority will be closed the following Holidays:

Memorial Day  
Independence Day  
Labor Day

The properties are as follows: **(See Attachment C For An Illustration of the Property)**

1. **VA-10-1 Cardinal Village** consists of 124 apartment units, 1 office building and 1 child care facility sitting on 11.87 acres, with a central street which dissects the development. (This property is not included in the bidding)

2. **VA-10-3 Cedar Terrace** consists of 126 apartment units and 1 office building sitting on 12.65 acres, with a central street which dissects the development. (This property is not included in the bidding)

3. **VA-10-4 Ingram Heights** consists of 48 apartment units and 1 office building sitting on 4.517 acres. A large portion of the open site consists of paved parking and driveway areas. (This property is not included in the bidding)

4. **VA-10-6 Pleasant View** consists of 71 apartment units and 1 office building sitting on 4.9 acres. A large portion of the open site consists of paved parking and driveway areas. (This property is not included in the bidding)

5. **James A. Slade MMC Building** and surrounding grounds. **(This property is included in the bidding)**

B. **REQUIREMENTS:**

Contractor shall furnish all supervision, labor, material, equipment and supplies to perform the following services in an efficient workmanship like manner consistent with DRHA's standards for landscaping:

- A. Install border material (non-vinyl) between grass area and mulched bed area in front and back of Slade Building.
- B. Remove existing wood mulch from in front and back of Slade Building. Replace with treated, double ground hardwood mulch.
- C. All existing bushes, trees, and annual plants are to remain.
- D. Treat border area (exact area will be specified at pre-bid meeting) between hill and golf training area for weeds.
- E. Will welcome any suggestions for improvement to area in front and back.

C. **CONTRACTORS' PERSONNEL:** The contractor shall employ a sufficient number of experienced personnel to adequately perform all the specified services herein. The Contractor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:

1. Contractors' employees appearing to be under the influence of alcohol or drugs shall not be permitted on the grounds.
2. No loud or boisterous conduct will be permitted.
3. All employees should be easily identified as to the firm represented.

III. **METHOD OF PAYMENT:** Payment for Landscaping Services will be made automatically at the end of each month of satisfactory service and as indicated in Attachment B

IV. **PRICING SCHEDULE:** The bidder agrees to provide the service in compliance with the scope of work and terms and conditions at a fixed price for the entire period of the contract as follows:

\$ \_\_\_\_\_ **COST FOR INITIAL MONTH OF LANDSCAPING SERVICES**

\$ \_\_\_\_\_ **COST PER MONTH FOR REMAINING 11 MONTHS**

\$ \_\_\_\_\_ **OPTION 2-PER HOUR FOR SNOW REMOVAL, TREE TRIMMING, AND  
SIDEWALK CLEARING, IF CONTRACTOR WISHES TO BE CONSIDERED  
FOR THIS SERVICE (Please price separately)**

V. **SPECIFICATIONS:** Please refer to the site plan attached. The diagonal lines on the site map indicate which areas are to be maintained. In addition the following notes apply:

A. **James A. Slade MMC Building-and surrounding grounds.**

VI. **GENERAL TERMS AND CONDITIONS:**

A. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respect by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

B. **ANTI-DISCRIMINATION:** The Contractor certifies that he will conform to the provisions of the Federal Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, the Virginia With Disabilities Act, the American With Disabilities Act, and Section 11.51 of the Virginia Public Procurement Act which provides:

In every Contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal employment

employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Contract.

2. The Contractor shall include the provisions of one (1) above in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

**C. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**D. IMMIGRATION REFORM AND CONTROL ACT OF 1980:** The Contractor certifies that he does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**E. DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**F. MANDATORY USE OF FORM AND TERMS AND CONDITIONS:** Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, Danville Redevelopment and Housing Authority reserves the right to decide, on a case by case basis, in its sole discretion whether to reject such a bid as non responsive.

**G. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyers whose name appears on the face of the solicitations not later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**H. QUALIFICATIONS OF BIDDERS:** Danville Redevelopment and Housing Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to the Danville Redevelopment and Housing Authority all such information and data for this purpose as may be requested. DRHA reserves the right to inspect bidders' physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Danville Redevelopment and Housing Authority further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Danville Redevelopment and Housing Authority that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**I. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Danville Redevelopment and Housing Authority.

**J. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Danville Redevelopment and Housing Authority, after due oral or written

notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Danville Redevelopment and Housing Authority may have.

**VII. SPECIAL TERMS AND CONDITIONS:**

**A. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Danville Redevelopment and Housing Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**B. AWARD OF CONTRACT:** Awards are made to the lowest responsive Bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder to render required services. Danville Redevelopment and Housing Authority also reserves the right to conduct any tests it may deem advisable and to make all evaluations. Danville Redevelopment and Housing Authority also reserves the right to reject any and all bids in whole or part, to waive any informality, and to delete items prior to making an award whenever it is deemed in the sole opinion of procuring public body to be in its best interest.

**C. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**D. BID PRICE:** Bid shall be in the form of a firm fixed price per month during the contract period.

**E. CANCELLATION OF CONTRACT:** Danville Redevelopment and Housing Authority reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**F. EXTENSION OF CONTRACT:** After a successful year, the Danville Redevelopment and Housing Authority reserves the right to continue this contract for an additional year at a time at the same price, not to exceed a total of four (4) one-year extensions.

**G. DRUG FREE WORKPLACE:** Each of the following acts is prohibited by the Contractor or his/her employees performing service under the terms of a contract resulting from this solicitation:

1. Unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or other drugs at the work place,
2. Impairment or incapacitation in the work place from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

By submitting their bids, bidders certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action.

H. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:

**Name of Bidder**

**Due Date**

**Time**

**Street or Box Number**

**City, State, Zip Code**

**Landscaping Services**

**Name or Description of Item/Service Being Bid On**

**Attn: Carol Love, M/M Department**

The envelope should be addressed as directed above. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if mailed as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

I. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Danville Redevelopment and Housing Authority.

J. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11 - 46.3 and 65 - 800 et seq. of the Code of Virginia.

The Bidder further certifies that the contractor and any subcontractor will maintain these insurance coverages **as well as those outlined in Attachment B**, if different, during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract Danville Redevelopment and Housing Authority reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

**Insurance Coverage and Limits Required**

Workers' Compensation - Statutory requirement and benefits. Employers Liability - \$1,000,000.

Commercial General Liability - \$1,000,000 Combined Single Limit, with DRHA named as additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractors Protective Liability and Personal Injury Liability.

Automobile Liability \$500,000

K. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and or women-owned businesses. Name of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish Danville Redevelopment and Housing Authority the following information: name of firm, phone number, total dollar amount subcontracted and type of service provided.

**L. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Danville Redevelopment and Housing Authority. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DRHA the names qualifications and experience of their proposed subcontractor. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**M. SUPERVISION BY CONTRACTOR:** The Contractor shall at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

**N. WORKSITE DAMAGES:** Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to DRHA'S satisfaction at the Contractor's expense.

**O. CONTRACTOR PROPERTY DAMAGE:** The Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies and equipment, and to the personal property of his/her employees while they are maintained on the work site.

**P. QUALIFICATIONS OF BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE AND RETURN ATTACHMENT A & B WITH THEIR BIDS.**

**IX. METHOD OF PAYMENT:** Payment for Landscaping Services will be made automatically at the end of each month of satisfactory service and as outlined in Attachment B.

**X. OTHER ATTACHMENTS:**

**Attachment A - Bidders Qualifications / Certifications**

**Attachment B - Scope of Work**

**Attachment C - Ground Layout / DRHA Drawings**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# 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. 3/31/2010)

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

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

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

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

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

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

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

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

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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2008)

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

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

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

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

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

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

### 2. Withholding of funds

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

### 3. Records

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

### 4. Apprentices and Trainees

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

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

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

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
  - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

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

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

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

Minority Business Participation Commitment Form (For Advertised Projects)

Re: Project Name: \_\_\_\_\_

It is the policy of Danville Redevelopment and Housing Authority ("DRHA") to encourage minority participation in all contracts. To implement this policy, DRHA shall encourage minority participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to minority businesses**. **FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

For the purpose of this commitment, the term "minority business" means a business at least 50 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, "minority group members" are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

\_\_\_\_\_ percent \*

\*DRHA will consider minority participation in awarding this Contract. And, as on all DRHA construction projects, DRHA reserves the right to approve or disapprove any subcontractor list.

To be considered a "minority business", the business must be so certified by the Department of Minority Business Enterprise, Commonwealth of Virginia. DRHA will provide assistance in the certification process.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the prospective Bidder to the commitment herein set forth.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer – signed

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

D. **The Contractor agrees to include this Section 3 clause in every Subcontract (\$100,000 or more) subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.**

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to

Indian organizations and Indian-owned Economic 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).

## Definitions

*Low Income Person* as used above means a **resident of the Danville Metropolitan Area** at or below 80% of medium income as shown in the Income Table below.

*Economic Opportunities* as used above means contracts with (a) businesses owned 51% or more by residents of Danville metropolitan area at or below 80% of medium income or (b) businesses whose full-time employees are made up of at least 30% residents of Danville Metropolitan Area at or below 80% of medium income. Such businesses are referred to as *Section III Businesses*

## Applicability

This Contract plus all Subcontracts at any tier of \$100,000 or more.

## Reporting

**The Contractor will be required to report all new hires employed as a result of this Contract** and to determine and report whether or not any of these new hires may be defined as *low income persons* based upon the above stated definition and by employing the income table below. For Subcontracts of \$100,000 or more the Contractor will be responsible for requiring the Subcontractor to (a) report all new hires employed as a result of this Contract and to determine and report whether or not any of these new hires may be defined as *low income persons* based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a *low income person* or a *Section III Business* based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

## Income Table

This table shows 80% of median income for Danville Metropolitan Area for the designated number of persons in a family.

<u>1 person</u>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$27,800	\$31,750	\$35,750	\$39,700
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$42,900	\$46,050	\$49,250	\$52,400

Revised 6-16-08 (Information obtained from 2007 Information table at [www.huduser.org](http://www.huduser.org))

SECTION III COMPLIANCE FORM

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Contractor

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Address

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City, State, Zip Code

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

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Danville Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

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Typed Signature and Title

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Signature

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Date signed

CERTIFICATE OF NONSEGREGATED FACILITIES

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

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

\_\_\_\_\_  
(Name of Bidder)

Official address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

**For Advertised Bids**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first  
duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the Bidder  
that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid  
and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affidavit, has in any  
way colluded, conspired, connived, or agreed, directly or indirectly with any other  
bidder, firm or person to submit a collusive or sham bid in connection with the  
contract for which the attached bid has been submitted or to refrain from bidding in  
connection with such contract, or has in any manner, directly or indirectly, sought  
by unlawful agreement or collusion or communication or conference with any other  
bidder, firm or person to fix the price or prices in the bid price or the bid price of  
any other bidder, or to secure through any collusion, conspiracy, connivance or  
unlawful agreement any advantage against the Danville Redevelopment and  
Housing Authority or any person interested in the proposed contract; and
- (5) The price or prices in the attached bid are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the  
Bidder or any of its agents, representatives, owners, employees, or parties in  
interest, including this affiant.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as SURETY, are held and firmly bound unto Danville Redevelopment and Housing Authority, hereinafter called the Authority, in the penal sum of Dollars (\$ \_\_\_\_\_ ), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_ 20\_\_\_\_\_, for ; **NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or If not period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, If no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and vie bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfilling of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies for both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**In presence of:**

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address)

**FORM OF BID BOND**

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Corporate Principal)

\_\_\_\_\_

(Business Address)

By  
Affix Corporate Seal

Attest:

\_\_\_\_\_

(Corporate Surety)

By  
Affix Corporate Seal

(Power of attorney for person signing for surety company must be attached to bond.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond, that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then of said Corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_ Affix Corporate Seal

# Contractor's Certification of Insurance Coverage

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

Owner: \_\_\_\_\_

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

I certify that I am an authorized representative of the above-referenced company. I hereby state that as of today's date, this company has insurance coverage, or has the ability to add it to the current policy at any time, equal to or additional to that required in the above-referenced project bid package requirements. The additional insurance coverage will be obtained, if applicable, and a certificate of proof of this insurance will be provided to the Danville Redevelopment and Housing Authority (DRHA) within five (5) business days of being named apparent lowest responsible bidder and/or upon the DRHA's request for this proof for any other reason deemed necessary for the benefit of the DRHA.

By signing on the line at the bottom of this page, I hereby also give permission, as of today's date until otherwise noted in writing, to any authorized representative of the DRHA to contact my insurance company for a copy of my current policy, or copies of any changes and/or additions made to this policy with regards to the above-referenced DRHA project.

Name of Insurance Company of Current Policy: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name of Insurance Agent: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# ATTACHMENT A

## Bidders Qualifications / Certifications

## Statement of Bidder's Qualifications

In determining the "lowest responsible bidder", the following may be considered in addition to price:

1. Ability, capacity and skill of the bidder to perform the contract or provide the service requested.
2. Character, integrity, reputation, judgement, experience and efficiency of the bidder.
3. Quality of performance of previous contracts or services.
4. Previous and existing compliance with laws and ordinances relating to the contract.
5. Sufficiency of the financial resources available to the bidder.

The Danville Redevelopment and Housing Authority requires all bidders to submit the following information in order to determine responsibility:

Name of Bidder

Business Address

Telephone Number

Years in business (Indicate the length of time you have been in the business providing this type of service):

\_\_\_\_\_ Years \_\_\_\_\_ Months

Organization is : Sole Proprietorship ( ) Partnership ( ) Corporation ( )

Minority-Owned ( ) Yes ( ) No Female-Owned ( ) Yes No ( )

Registered with Virginia Department of Minority Owned Business Enterprises Yes ( ) No ( )

Names of all Principals in the organization:

\_\_\_\_\_  
\_\_\_\_\_

Gross amount of contracts on hand \$

Have you ever refused to sign a contract ? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain on back)

Have you ever defaulted on a contract? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain on back)

List three credit references (material suppliers, banks, savings and loan applications):

Name of Company

Address

Phone No.

Bidder shall attach copies of any certifications, registrations, or special licenses required for performance of the contract.

The undersigned certifies that the above statements are true and hereby authorizes the release of additional information for verification of the statements contained herein:

By: \_\_\_\_\_

Date:

Title:

**Statement of Qualifications of  
Sub-Contractors (If Any)**

(This document should be completed only if the Bidder intends to use a Sub-Contractor)

In determining the "lowest responsible bidder", the following may be considered in addition to price:

1. Ability, capacity and skill of the bidder to perform the contract or provide the service requested.
2. Character, integrity, reputation, judgement, experience and efficiency of the bidder.
3. Quality of performance of previous contracts or services.
4. Previous and existing compliance with laws and ordinances relating to the contract.
5. Sufficiency of the financial resources available to the bidder.

The Danville Redevelopment and Housing Authority requires all bidders to submit the following information in order to determine responsibility:

Name of Sub-Contractor

Business Address

Years in business (Indicate the length of time you have been in the business providing this type of service):

\_\_\_\_\_ Years \_\_\_\_\_ Months

Organization is : Sole Proprietorship ( ) Partnership ( ) Corporation ( )

Minority-Owned ( ) Yes ( ) No Female-Owned ( ) Yes No ( )

Registered with Virginia Department of Minority Owned Business Enterprises Yes ( ) No ( )

Names of all Principals in the organization:

\_\_\_\_\_

\_\_\_\_\_

Gross amount of contracts on hand \$

Have you ever refused to sign a contract ? No\_\_\_\_\_ Yes\_\_\_\_\_ (If yes, explain on back)

Have you ever defaulted on a contract? No\_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain on back)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instruction.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:

Address and Zip Code:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is yes, identify the most recent contract).
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is yes, identify the most recent contract).
3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is yes, identify the most recent contract).
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Authorized Agent Signing This Form - Please Type)

Signature

Date

# ATTACHMENT B

## Scope of Work

## LANDSCAPE SCOPE OF WORK

### REQUIREMENTS:

Contractor shall furnish all supervision, labor, material, equipment and supplies to perform the following services in an efficient workmanship like manner consistent with DRHA's standards for landscaping:

- A. Install border material (non-vinyl) between grass area and mulched bed area in front and back of Slade Building.
- B. Remove existing wood mulch from in front and back of Slade Building. Replace with treated, double ground hardwood mulch.
- C. All existing bushes, trees, and annual plants are to remain.
- D. Treat border area (exact area will be specified at pre-bid meeting) between hill and golf training area for weeds.
- E. Will welcome any suggestions for improvement to area in front and back.

### INSURANCE REQUIREMENTS:

Contractor is required to submit evidence of the following and maintain at all times, while obligated to perform under the terms of the contract the following insurance coverage:

A policy of Workers Compensation and employer's liability insurance for the protection of contractor's employees, including, without limitation, executive, managerial and supervisory employees engaged in work. Proof of insurance for any and all vehicles to be used by the Contractor in order to perform his services. A policy of general liability insurance covering loss resulting from the Contractor's direct or indirect activities hereunder, whether performed by the Contractor or by its subcontractors or suppliers, and all others who might be injured or damaged as a result of performance of the work, and covering damage to the property. Commercial General Liabilities with limits of \$1,000,000.00 bodily injury, Property Damage with limits of \$100,000.00 per accident, Automobile Liability Coverage with limits of \$500,000.00 per accident, Bodily Injury with limits of \$100,000.00 per accident and Property Damage with limits of \$10,000.00 per accident, or \$1,000,000.00 Umbrella Liability

### PRICING SCHEDULE:

- A. Price for initial start-up: removing existing mulch and installing new mulch. Installing new borders and cleaning weeds out of existing plants. Spraying border area between hill and Golf training area.
- B. Price for maintaining landscape for the remaining 11 months.

SCOPE OF WORK:

- A. Contractor is to provide the labor for installation of mulch at least once annually, not to exceed twice annually. Danville Redevelopment and Housing Authority (DRHA) will provide the mulch. Contractor will trench around all areas requiring mulch, such as trees, bedding areas, sign areas and building PRIOR TO adding mulch for the season. All grassed areas are to be fertilized in the fall and spring as the soil test recommends. All grassed areas are to be limed as indicated by the soil test. All grassed areas are to be aerated in the fall and spring before reseeding. All grassed areas are to be reseeded in the fall and spring. All shrubbery beds are to be kept weeded and groomed at all times. All beds should be trenched and all grass is to be kept out of these areas. Shrubby and trees are to be pruned and trimmed as needed (up to 10 feet above ground) for best shaping. All dead plants, trees and/or shrubs under six (6) inches in diameter are to be removed when determined to be dead. In addition to lawn care, the Contractor may agree, if he so wishes, to perform snow removal, tree trimming, and sidewalk clearing at a separate cost to be specified separately in submission of bid and dependent on agreement and acceptance by DRHA.
  
- B. After the initial month of foundation work is complete as listed in the requirements, Contractor will maintain landscaping on a regular weekly schedule to ensure that DRHA's Standards are met with regards to visually appealing landscaping at all times. Contractor may offer suggestions as for new plants for landscaping. Must have price and DRHA's approval before work is done. Contractor shall provide a telephone number and contact person for DRHA.

I HAVE READ AND UNDERSTAND AND AGREE TO TERMS OUTLINED ABOVE AND ALSO UNDERSTAND THAT THIS SCOPE OF WORK IS A VALID INSTRUMENT OF MY COMPANY'S SIGNED CONTRACT WITH DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR LAWN CARE (AS WELL AS SNOW REMOVAL, TREE TRIMMING, AND SIDEWALK CLEARING, IF APPLICABLE).

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Contractor Representative and Authorized Agent/Title

Date

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DRHA Representative and Authorized Agent/Title

Date

ATTACHMENT C  
SITE MAPS

