

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**



INVITATION FOR BIDS (IFB) NO. 2016-007

**LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE
APARTMENTS, 24501 SCHOOL ROAD, RIPLEY, CA 92225**

**Housing Authority of the County of Riverside (HACR)
5555 Arlington Avenue
Riverside, CA 92504**

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LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

IFB INFORMATION AT A GLANCE

HACR CONTACT PERSON:	Robert Lane – Contracting Coordinator E-Mail: rlane@rivcoeda.org Desk: (951) 343-5439 Fax: (951) 688-6873
HOW TO OBTAIN THE IFB DOCUMENTS:	1. Access www.harivco.org 2. Click on: IFB NO. 2016-007 LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS 3. Download and save the IFB/Plans to your computer.
IFB RELEASE DATE:	Tuesday, November 22, 2016
PRE-BID CONFERENCE: (JOB WALK) NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED. Prospective bidders should attend the pre-bid conference (job walk). The purpose is to consider prospective bidders questions and concerns on the proposed project(s).	December 14, 2016 at 11:00 AM Desert Rose Apartments 24501 School Road Ripley, CA 92225
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFIs)	December 21, 2016 at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	December 28, 2016 at 2:00 PM 5555 Arlington Avenue Riverside, CA 92504 (Bids shall be delivered to the Housing Authority of the County of Riverside (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Bids shall be promptly opened in public at said address. Mark the exterior envelope: “Sealed Bid” and “Attention: Robert Lane”)
HACR reserves the right to deviate from and/or modify this timeline at any time.	Notices of any such decisions or modifications will be located at: www.harivco.org

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INTRODUCTION

The Housing Authority of the County of Riverside (hereinafter, "HACR") is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families, within the County of Riverside. The HACR is headed by an Executive Director (hereinafter, "ED") and is governed by a five-person Board of Commissioners, (hereinafter, "BOC") and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR"), Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq. and the HACR's procurement policy.

Currently, the HACR maintains an inventory of 469 public housing units, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HACR also administers approximately 8,827 Tenant-Based Section 8 Vouchers, 80 Section 8 Moderate Rehabilitation Vouchers, 115 Shelter-Plus Care Vouchers, 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 557 Family Self Sufficiency (FSS) participants, and 48 Project-Based Rental Assistance Vouchers. The HACR currently has approximately 145 employees.

The HACR is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

The HACR's Board of Commissioners adopted a resolution authorizing the HACR to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside, the City of Coachella, and potentially the City of Norco. Therefore, the HACR's portfolio includes fund assets for the Low and Moderate Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty seven (57) parcels of land, with a total value of \$34.4 million and three (3) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

In keeping with its mandate to provide efficient and effective services, the HACR is now soliciting bids from qualified, licensed and bonded entities to perform complete landscape maintenance service at the Desert Rose Apartments in Ripley, California.

Prospective bidders will be responsible for all phases of landscape maintenance including, but not limited to; the care and maintenance of all lawn and turf, edging, fertilizing/seeding, ground cover, shrub and flower beds, trees, weeding of all of the above, debris removal and clean-up of trash, and maintenance of sprinkler systems where indicated.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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1.0 HACR'S RESERVATION OF RIGHTS:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** The HACR reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, in its sole and absolute discretion, if deemed by the HACR to be in its best interests.
- 1.2 Right to Not Award.** The HACR reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** The HACR reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 5 calendar days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** The HACR reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Determine Financial Responsibility and Viability.** The HACR reserves the right to require of bidder information regarding financial responsibility and viability or such other information as the HACR determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** The HACR reserves the right to retain all written bids submitted to the HACR in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. The HACR may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the HACR Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** The HACR reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** The HACR shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Amend Prior to Award.** HACR reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment, plans or drawing, or within any addenda issued. All addenda will be posted on the HACR's website at www.harivco.org and/or www.missionreproplanroom.com Internet System (hereinafter, the "noted Internet System" or the "System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. The HACR reserves the right to amend the contract any time prior to the contract execution.
- 1.10 Right to Prohibit.** The HACR shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing www.harivco.org and/or www.missionreproplanroom.com Internet Systems (hereinafter, the "noted Internet System" or the "System") and by downloading this

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document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the HACR that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACR, but not the prospective bidder, of any responsibility pertaining to such issue.

- 1.11 Right to Issue New Bids.** In the event the HACR rejects all bids submitted, the HACR reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.
- 1.12 Right to Cancel Award.** HACR reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 1.13 Right to Revise Quantities.** HACR reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HACR under the following conditions:
- 1.13.1** Funding is not available;
 - 1.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 1.13.3** HACR's requirements in good faith change after the award of the contract.
- 1.14 Right to Require Additional Information.** HACR reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACR.
- 1.15 Right to Require Accurate Timesheets.** HACR reserves the right to require the successful bidder to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 1.16 Right to Contact.** HACR reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.
- 1.17 Right to Seek Restitution.** In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HACR reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder's rate and new company's rate) beginning the date of successful bidder's termination through the contract expiration date.
- 1.18 Right to Amend Prior to Contract Execution.** HACR reserves the right to amend the contract any time prior to the contract execution.

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2.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS (T/S): The HACR is seeking bids from qualified, licensed and bonded entities to provide the following detailed landscaping services at the site listed herein

Desert Rose Apartments
24501 School Road
Ripley, CA 92225

- 2.1 Emergency Numbers:** The successful bidder shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time the successful bidder's representatives are not immediately available at the job site. An alternative number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact a responsible representative of the successful bidder who can take the necessary action required to alleviate an emergency condition which threatens to cause damage to any HACR property.
- 2.2 Extra Work:** Successful bidder shall furnish the HACR with a **firm quote** for any extra work which the successful bidder determines may be needed or desired during the contract period. Extra work or additional work includes, but is not limited to, reseeding, planting of major areas and all materials associated with the extra work such as mulch, flowers, plants, seed, fertilizer, etc. Commencement of any extra work shall only occur after receipt by the successful bidder of written approval and authorization for such work from the HACR or the HACR's designee.
- 2.3 Mowing: All trash, papers, limbs and loose debris are to be removed and discarded prior to mowing and trimming.** Lawn areas shall be mowed by the successful bidder once each week to a height appropriate for the season (no longer than 2" in height). It shall be the successful bidder's responsibility to move portable objects that would obstruct his mowing operation. Lawn areas shall be left neat and clean after mowing. Any lawn/turf areas that cannot be reached with the lawnmower are to be trimmed. All turf areas inaccessible to mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-groomed appearance.
- 2.4 Mowing Equipment:** Lawns shall be mowed with power propelled rotary or reel type mowers. Mowing equipment shall be capable of performing a neat mowing or trimming of grass to project a rich, well-manicured appearance. All mowers will be equipped with grass catching devices and shall be maintained in good working condition.
- 2.5 Mowing Procedure:** Mowing shall be done neatly and completely up to the edge of paved areas and around all obstructions such as manholes, sprinkler valves, fire hydrants, poles, posts, trees, shrubbery, perimeter of all buildings, structures, flower beds and fences. Sprinkler heads to be cleared of grass by use of weed eater, ensuring that water spray from sprinkler head is not obstructed by grass. Care shall be taken to prevent damage to turf when grounds are wet. Any damage to lawn areas when grounds are wet caused by successful bidder shall be repaired at successful bidder's expense. Paved areas shall be hand swept, vacuumed, or blown to remove grass clippings within the same day the mowing is performed.
- 2.6 Edging:** Shall mean cutting all grass and/or weeds to lawn heights, along walls or buildings and paved areas, edges of foundations and slabs, stairways or steps, fences,

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shrub plantings, trees, posts and poles on a weekly basis. Edges along paved areas shall be trimmed to prevent grass, ice plant or weeds from encroaching upon the paved areas.

- 2.7 Fertilizing / Seeding:** Fertilizer shall be applied on an as-needed basis to assure the proper maintenance of the turf areas. Fertilizer shall be watered in after each application either manually or by the next irrigation cycle to be coordinated with the resident manager of the complex. Fertilizers applied to turf will be removed from sidewalks and parking areas to prevent staining. Scalping of winter rye – lawn scalping and re-seeding shall be performed annually before the end of October. Rye grass seed will be provided by the HACR.
- 2.8 Aeration:** Aeration of lawn/turf areas may be done at the direction of the HACR. The aerator must not be allowed to operate on any sidewalks, driveways, or parking lots. All coring must be removed from all walkways, driveways and parking lots.
- 2.9 Ground Cover:** Ground covers shall be inspected weekly. Maintenance shall include removal of all debris, including leaves, branches, paper, and dead woody plant material. Ground cover shall be fertilized four (4) times per year with a commercial fertilizer, or as necessary to maintain an appearance of dense, lush plant growth. All ground covers shall be pruned or trimmed neatly away from shrubs, trees, walks and parking curbs weekly.
- 2.10 Weed / Fungus / Pest Control:** Weeds shall be removed regularly but no less than once a month. The weeds shall not be allowed to become established. Weeds are to be removed completely, chemically or manually. Weed, fungus and pest (including snails) control of ground covers on slopes and flat areas within the project boundary shall be provided to all such planted areas by the application of granular and/or liquid material and/or cultivation as required and necessary to maintain effective control. Insecticide shall be applied as often as necessary to prevent any serious damage from occurring. Widespread pest problems requiring power sprayers will be contracted to licensed pest control operators by the HACR only. **NOTE: Care should be taken in the use of herbicides at all public housing sites due to the presence of children, the elderly and anyone else who might come in contact with the chemicals.**
- 2.11 Shrub / Flower Bed / Foundation Planting Care:** Removal of spent flowers spikes, removal of all leaves and debris from plant areas shall be done weekly. Weeds are to be removed from beds chemically or manually. All weeds and debris are to be removed from premises. No debris shall be placed in the dumpsters on the premises at any time. Pruning shall be performed as a continuous operation. Plants will not be allowed to develop stray, undesirable growth. Perennials and vines shall be fertilized twice annually. All fertilizers are to be applied evenly with a thorough watering to follow during the next irrigation cycle. Shrubs located in lawns and ground cover areas will not require additional fertilizer except as noted.
- 2.12 Trees:** Successful bidder is to maintain trees of various types, whether specifically mentioned or not, using the following methods:

Tree staking and guying: Stakes and guys to be removed as soon as they are no longer needed. Stakes and guys are to be inspected frequently to prevent rubbing that causes bark wounds. All trees shall be re-staked, realigned tied or retied and guyed or

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re-guyed as necessary to aid and promote proper growth. Cinch ties or VIT braces shall be used to insure there is no bruising of trees.

Fertilizing: All trees except Eucalyptus species within the project area will be deep root fed once per year.

Pruning: Regular pruning is required for the removal of dead wood, low branches, misshapen or misdirected branches, branches growing against buildings and broken branches. Trees should be trimmed away from sides and roof areas of buildings by at least 18 inches. All cuts shall be made neatly. Pruning for general clean-up of trees is recommended at least twice per year. Pruning is limited to the lower 12 feet of trees or as far as a man can reach with a pole saw. If topping of trees is needed, successful bidder will submit a separate bid for such to the HACR.

- 2.13 Irrigation System (excluding sprinkler heads):** The successful bidder shall notify the HACR of lawn and/or shrub areas that appear to be lacking proper irrigation or other obvious irrigation issues. The successful bidder will supply the HACR with a firm quote to conduct irrigation repairs as required. Commencement of any irrigation repairs shall only occur after receipt by the successful bidder of written approval and authorization for such work from the HACR or the HACR's designee. The successful bidder is responsible for any repairs or replacement of irrigation equipment required as the result of damage sustained during the provision of services.
- 2.14 Sprinkler Heads:** The successful bidder shall notify the HACR of lawn and/or shrub areas that appear to be lacking proper sprinkler coverage or other obvious sprinkler head issues. The successful bidder will be responsible for adjusting all sprinkler heads to ensure adequate coverage. If sprinkler heads need to be replaced, the HACR will supply the successful bidder with replacement sprinkler heads and the successful bidder will be responsible for installing the replacement sprinkler heads at no additional cost to the HACR.
- 2.15 Hardscape Areas:** All hardscape areas, defined as driveways, sidewalks, and carports shall be kept clear of debris from the landscape maintenance operation, including but not limited to: erosion, run-off from storms and irrigation or wind-blown debris weekly by brooms, vacuum or blower. Grass and weeds growing in cracks of paved areas shall be removed once each month. Sterilants will be used to inhibit growth, except in areas where such use may endanger existing landscape plant life. Policing of common areas around trash containers to remove all litter shall be done weekly.
- 2.16 Debris Removal:** Clean-up shall consist of removal of all debris, paper and weeds on a weekly basis from the landscape areas. Also promptly after pruning and trimming of trees and shrubbery as well as weeding, edging and trimming of grass and other ground cover, all cuttings and debris shall be removed from the work site. Immediately after working in the areas of walkways, patios, and driveways they shall be swept clean with brooms, vacuum or blower. This includes trash pick-up, leaves, branches, and other debris from under trees, shrubs, and grass areas throughout the housing site. Successful bidder to ensure proper dumping of all waste and trash from the site in an approved, legal landfill. Successful bidder shall provide a cleared site free of all debris, trash, contractor equipment, etc. off-site daily. HACR refuse containers may not be used for disposal of any waste.

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- 2.17 Laws Regulating Application of Herbicides, Pesticides, or Turf Agents:** Successful bidder shall comply with all City (dependent upon the location of the public housing site), County of Riverside, State of California, and applicable Federal laws regarding proper use and application of any herbicide, pesticide or other agent to all site grounds.
- 2.18 Safety:** The successful bidder shall at all times ensure that all work provided complies with all local, State and Federal rules pertaining to workplace safety; meaning the successful bidder shall at all times conduct their daily business operations in such a manner as to protect its workers, HACR residents, HACR staff, and the general public from harm. Further, the successful bidder shall have full and sole responsibility to correct any such condition found to be unsafe by any authorized entity (including the HACR), and if such unsafe conditions result in injury to any group named within this section, shall have full and sole responsibility to compensate such persons, if so ordered by an authorized agency or any court having jurisdiction.
- 2.19 Damages:** Any damage caused to any HACR properties, including but not limited to, irrigation and sprinkler systems, buildings, trees, walls and fences by the successful bidder during maintenance or authorized extra work, shall be repaired at the successful bidder's expense. Plant material which dies through the fault or neglect of the successful bidder or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the HACR. These repairs or replacements must be coordinated with the HACR or HACR's designee.
- 2.20 Work Not Included:** Successful bidder will not furnish new trees, shrubs, ground cover, vines or seasonal flowers as a part of this IFB and the subsequent contract.
- 2.21 Equipment / Supplies / Materials:** As a part of the proposed fees, the successful bidder shall supply any and all such items needed to provide the services detailed herein; meaning, the HACR shall not pay any additional fees, including shipping and taxes for such.
- 2.22 Equipment Placement / Storage:** Successful bidder shall at all times ensure the safe placement of equipment in all public housing site locations so as to prevent damage to property's landscape areas and injury to persons. Equipment shall not be left unattended in turf areas.
- 2.23 Contractor / Staff Hours:** Successful bidder will provide complete landscape service to each site a minimum of ONCE per week, whether it takes one or more visits to the site to complete the service, throughout the duration of the maintenance contract.
- 2.24 Field Verification:** Successful bidder is responsible to field verify existing conditions and promptly notify the HACR of discrepancies in and omissions from the plans, specifications or other contract documents that are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work.
- 2.25 Explanations and Interpretations to Prospective Bidders:** Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10) calendar days** before the scheduled time for bid

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opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

- 2.26 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the HACR.
- 2.27 Amendments to the IFB:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR at least 7 calendar days before bid opening.
- 2.28 Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the Contract Documents.
- 2.29 Exclusivity:** The HACR will choose one (1) successful proposer only to provide these services.

3.0 BID FORMAT:

3.1 Two-step Bid Submittal Process: All bidders will initially submit the documentation/information detailed within the following listed Step #1. Then, the Agency will notify which bidders are to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 shall generally be apparent low bidders that the HACR intends to complete award to).

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this

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IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACR has published herein or has issued by addendum.

Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.

Tab No.	Description
1	Form of Bid: This Form is attached to this IFB document as Attachment A. Input the fee/bid amount, complete and execute where provided thereon and submitted under this tab as a part of the bid submittal.
2	form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	Not Used - N/A
4	Section 3 Business Preference Documentation: For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment G and any documentation required by that form. Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids as specified in Attachment G.
	Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that the HACR can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the HACR.

Tab No.	Description
1	Form of Non-Collusive Affidavit: This Form is attached to this IFB document as Attachment D. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed and executed where provided thereon.
2	Contractor Designation Form: This Form is attached to this IFB

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	document as Attachment E. This 2-page Form must be fully completed and executed where provided thereon. NOTE: Apparent low bidder must also provide HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This Form MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
3	Managerial Capacity: The apparent low bidder entity must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment E)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
4	Equal Employment Opportunity Certification (Form HUD-92010): This Form is attached to this IFB document as Attachment F. The 2-page Form must be signed fully, completed and submitted under this tab.
5	Other Information (Optional Item): The apparent low bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HACR in its evaluation.
	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 6.2.1 through 6.2.5 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

- 3.2 Bidder's Security – (Construction Only):** Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of the bid, including the aggregate of all separate bid items and schedules covered by the bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. ***The Form of Bid Bond (Attachment C) must be fully completed, executed and notarized where provided thereon and submitted under tab 3 (above) as a part of the bid submittal.*** Said check or bond shall be made payable to the HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with the HACR and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the

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successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the HACR. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form found herein, or one conforming substantially to it in form.

- 3.3 HUD-Adopted rates for HACR Maintenance Wages (MWD):** The following rates were adopted by HUD on 5/22/2015. These rates would apply to any maintenance contracts by outside contractors engaged by the HACR:

Work Classification	Wage Rate	Fringe Benefits
Building Maintenance Worker	\$14.90	\$6.71
Housing Authority Maintenance Worker II	\$20.19	\$9.09
Building Maintenance Supervisor	\$25.69	\$11.56

- 3.4 Bid Submission:** All bids must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of the County of Riverside (HACR)
Attention: Robert Lane, Contracting Coordinator
5555 Arlington Avenue Riverside, CA 92504**

The package exterior must clearly include the following, "**2016-007 LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**" and, "**SEALED BID**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

- 3.5 Bid Acceptance Period:** The acceptance period is the number of calendar days available to the HACR for awarding a contract from the date specified in this solicitation for receipt of bids. The HACR requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than the HACR's minimum acceptance period will be rejected.
- 3.6 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACR by the bidder, such may invalidate that bid. If, after accepting such a bid, the HACR decides that any such entry has not changed the intent of the bid that the HACR intended to receive, the HACR may accept the bid and the bid shall be considered by the HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HACR delivers to

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him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.

- 3.7 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACR, including the IFB document, the documents listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the HACR requirements contained within the documents may cause that bidder to not be considered for award.
- 3.8 Bidder's Responsibilities; Contact With the HACR:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HACR to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.9 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACR for the performance under this IFB or any resulting contract.
- 3.10 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACRs requirements. Amendments will be on file in the offices of the HACR and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between the HACR and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

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3.11 Pre-bid Conference (Job Walk): The scheduled pre-bid conference/job walk is not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HACR will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; the HACR **will not** distribute at this conference any copies of the IFB documents.

4.0 BID EVALUATION:

4.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HACR will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time. The HACR will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible. The HACR reserves the right to, as determined by the HACR, “waive informalities and minor irregularities” in the offers received.

4.1.1 Ties: In the case of tie bids, the award shall be decided by “drawing lots or other random means of selection.”

4.2 Responsive Bid Evaluation: After the public opening of bid submittals, all bids received will later be evaluated by the CO for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB’s listed minimum requirements are deemed to be non-responsive and shall not be considered further. The CO may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by the HACR in a timely manner.

4.3 Responsible Bidder Evaluation: Once a bid is determined to be responsive to the IFB, the CO will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the CO ascertains that such person or firm is responsible, as defined below in Section 4.3.1, the CO may then proceed with a Notice of Intent to Award. If the CO determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by the HACR in a timely manner. The non-responsive bidder may request further information and a hearing; in such case the CO may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

4.3.1 Responsible Bidder Requirements:

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- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under all applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

4.3.2 Additional Evidence of Responsibility: The HACR reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

- Copies of financial statements, credit bureau reports, lines of credit and/or account balances with the successful bidder's financial institutions and/or a breakdown of his/her material costs.
- Copies of any business audits or financial reports.
- Lists of other contracts completed and contact information on past customers.
- A list of all personnel and their requisite experience as it relates to this IFB that are currently available to work.

4.4 Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

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- 4.5 Bid Protest:** Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with the HACR pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACR or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

APPEAL OF IFB NO. 2016-007
Housing Authority of the County of Riverside (HACR)
Attn: George Eliseo, Contracting Officer
5555 Arlington Avenue Riverside, CA 92504

5.0 CONTRACT AWARD:

- 5.1 Lowest Responsive and Responsible Bidder:** An award of a contract pursuant to this IFB, if determined to be in the best interest of the HACR to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

5.1.1 Basis for Determining Lowest Bid: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

- 5.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the successful bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the HACR, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment J).” The contract clauses already attached as Attachment K also apply. Accordingly, the HACR has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HACR has no power or authority to negotiate any clauses contained within any attached documents.

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5.2.2 Depending on the amount of the award (typically for amounts greater than \$75,000), the HACR will forward the contract to the HACR Board of Commissioners (BOC) for approval prior to signing the contract with the lowest responsive and responsible bidder.

5.2.3 The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the HACR BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

5.3 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HACR pursuant to this IFB:

5.3.1 Contract Form: By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HACR will only execute agreements prepared by HACR which are substantially approved as to form and substance by HACR. The HACR WILL NOT execute the successful proposer's contract form. Any proposer that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with the HACR in writing during the bidding period (prior to the posted bid submittal deadline). HACR will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by the HACR to be in its best interests. **Please note that the HACR has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.**

5.3.2 Assignment of Personnel: The HACR shall retain the right to demand and receive a change in personnel assigned to the work if the HACR believes that such change is in the best interest of the HACR and the completion of the contracted work.

5.4 Contract Period: The HACR anticipates that it will initially award a contract for the period of one (1) year with the option, at the HACR's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years.

5.5 Execution of Work: All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. The HACR may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HACR to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of the HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HACR.

5.6 Warranty: All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein.

6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:

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6.1 Bonding and Security Requirements – Construction Bids Only: Prior to contract award (but not as a part of the bid submission) the *successful bidder* will have **seven (7) calendar days** from the date of issuance of the Notice of Award or Notice of Intent to Award, to provide the following:

6.1.1 Assurance of Completion (Performance Bond & Payment Bond): The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of one hundred percent (100%) of the contract price.

6.1.2 Security Substitutions for Monies Withheld to Insure the Contractor's Performance: In accordance with Section 22300 of the State of California Public Contract Code, the Contractor, at his request and expense, will be permitted to substitute equivalent securities for any monies withheld to insure performance.

6.2 Licensing and Insurance Requirements: Prior to contract award (but not as a part of the bid submission) the *successful bidder* will have **seven (7) calendar days** from the date of issuance of the Notice of Award or Notice of Intent to Award, to provide the following:

6.2.1 Insurance: Without limiting or diminishing the Contractor's obligation to indemnify or hold the Authority harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the Authority herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.2.2 Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Authority; and, if applicable, to provide a Borrowed Servant/Alternate Employee Endorsement.

6.2.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

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6.2.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.2.5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause Contractor's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the Authority has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the***

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insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the Authority.
- h. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

6.3 Business License: A copy of the bidder's business license allowing that entity to provide such services within the County of Riverside, State of California.

6.4 Contractor's License: A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a "**C-27**" – **Landscaping Contractor** license, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. This includes a joint venture formed to submit a bid.

6.5 Contract Service Standards: All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.0 ADDITIONAL CONSIDERATIONS:

7.1 Work on HACR Property: If the successful bidder's work under the contract involves operation on HACR premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal

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to or better than the existing condition prior to the commencement of work at the site at no cost to HACR.

7.2 Subcontractors: Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HACR. Also, any substitution of subcontractors must be approved in writing by HACR prior to their engagement.

7.3 Salaries and Expenses Relating to the Successful Bidders Employees: Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.

7.4 Applicable Statutes, Regulations & Orders: Successful bidders shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including but not limited to:

- 7.4.1 Executive Order 13658
- 7.4.2 Executive Order 11246
- 7.4.3 Executive Order 11063
- 7.4.4 Copeland "Anti-Kickback" Act (18 USC 874)
- 7.4.5 Davis Bacon Act (40 USC 276a-276a-7)
- 7.4.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 7.4.7 Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 7.4.8 Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 7.4.9 Civil Rights Act of 1964, Title VI (PL 88-352)
- 7.4.10 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 7.4.11 Age Discrimination Act of 1975
- 7.4.12 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 7.4.13 HUD Information Bulletin 909-23
- 7.4.14 Immigration Reform & Control Act of 1986
- 7.4.15 Fair Labor Standards Act (29 USC 201, et. Seq.)

8.0 RECAP OF ATTACHMENTS: It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Attachment	Attachment Description
A	Form of Bid
B	HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs
C	Not Used - N/A
D	Form of Non-Collusive Affidavit
E	Contractor Designation Form
F	Equal Employment Opportunity Certification
G	Section 3 Form, including explanation
H	HACR Sample Contract Form (please note that this

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	contract is being given as a sample only--the HACR reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HACR determines is in its best interests to do so)
I	Form HUD-5370-C Sections I and II (01/2014), <i>General Conditions for Non-Construction Contracts</i>
J	Form HUD-5369-B (08/1993), <i>Instruction to Offerors Non-Construction</i>

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**FORM OF BID form
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

A. Form of Bid: Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to the HACR with the completed tabbed Bid proposal.

Item #	BASE BID Description	Landscape Monthly Bid/Fee Amount \$
1	Landscape Maintenance Service for Desert Rose Apartments	\$
TOTAL BASE BID AMOUNT		\$

B. Base Bid Amount: The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with all local conditions affecting the cost of the work (including: this Invitation for Bid, Form of Bid, Form of Bid Bond, Form of Performance Bond, Payment Bond (Labor and Materials Payment Bond), all General Conditions, Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; labor, licensing; taxes; insurance; materials; supplies; tools; equipment; shipping, permits, long distance telephone calls; document copying; and all other services to provide **Landscape Maintenance Service for Desert Rose Apartments** in strict accordance therewith and for the bid amount specified.

C. Basis for Determining Lowest Bid Amount: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

D. Bid Guarantee: N/A

E. Amendments: (if applicable) This bid includes addenda numbered for each project as follows:

Amendment #1 Date: _____ Amendment #2 Date: _____ Amendment #3 Date: _____

F. Performance Bond and Payment Bond: N/A

G. Quantities: The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the HACR. The HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HACR requires.

H. Non-Collusive: The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.

I. Time Limits: N/A

J. Qualifications: The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

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1. Have been in business under (present name) _____ since ___/___/___
2. Have you been awarded any jobs but failed to complete? __No __Yes (please explain): _____
3. List work completed/ongoing in the last two years:

Projects for the Housing Authority of the County of Riverside (if applicable)

Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

Other Projects

Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

4. **Banking Information:** Bank Name: _____ Branch Location: _____
Account Name: _____

- K. Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- L. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- M. EEO:** The undersigned represents that he has (_____) he has not (_____) participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has (_____) he has not (_____) filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

COMPLETED BY: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

<hr/> Print Name	<hr/> Title	<hr/> Email
<hr/> Signature	<hr/> Date	<hr/> Telephone Number
<hr/> Company Name	<hr/> Address (Street; City; State; Zip)	
<hr/> CSLB License Number	<hr/> Expiration Date	<hr/> CSLB License Designation

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“HUD-5369-A”

(This Form must be fully completed and placed under Tab No. 2 of the “hard copy” tabbed bid submittal.)

ATTACHMENT B

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“Form of Non-Collusive Affidavit”

ATTACHMENT D

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“Contractor Designation Form”

ATTACHMENT E

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

CONTRACTOR DESIGNATION FORM (ATTACHMENT E)

THIS TWO (2) PAGE FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR

(1) General/Prime _____ Sub-contractor¹ _____ **(This 2-page Form must be completed by each General and Sub-Contractor.)**

(2) IF NO SUBCONTRACTORS WILL BE UTILIZED, PLEASE CHECK THE FOLLOWING BOX No Initials _____
"NO SUBCONTRACTORS - PRIME CONTRACTOR INTENDS TO PERFORM ALL WORK DETAILED IN THIS IFB"

(3) Name of Firm: _____ Telephone: _____ Fax: _____

(4) Street Address, City, State, Zip: _____

(5) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

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

Caucasian American (Male) _____% Public-Held Corporation _____% Government Agency _____% Non-Profit Organization _____%

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

Resident-Owned* _____% African American _____% **Native American _____% Hispanic American _____% Asian/Pacific American _____% Hasidic Jew _____% Asian/Indian American _____%

Woman-Owned (MBE) _____% Woman-Owned (Caucasian) _____% Disabled Veteran _____% Other (Specify): _____%

WMBE Certification Number: _____

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

Certified by (Agency): _____

(9) Federal Tax ID No.: _____ (10) County of Riverside Business License No.: _____

(11) Contractor's State Licensing Board No.: _____ D.I.R. Registration No.: _____

Portion (Type) of Work: _____

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

CONTRACTOR DESIGNATION FORM – (ATTACHMENT E) - CONTINUED

THIS FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(12) Has your firm or any member of your firm been a part to litigation with a public entity?

Yes No

Initials _____

If yes, when, with who and state the circumstances and any resolution.

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes No

Initials _____

If yes, when, with who and state the circumstances and any resolution.

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes No

Initials _____

If yes, when, with who and state the circumstances and any resolution.

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?

Yes No

Initials _____

If yes, when, with who and state the circumstances and any resolution.

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?

Yes No

Initials _____

If yes, when and state the circumstances and any resolution of the lawsuit.

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?

Yes No

Initials _____

If yes, when and state the circumstances and any resolution of the matter.

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?

Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR?

Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(20) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Yes No

Initials _____

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

Yes No

Initials _____

Signature _____ Date _____ Printed Name & Title _____ Company _____

¹ In compliance with Sections 4100-4114 of the Public Contract Code, the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid, and the portion of the work to be performed by that subcontractor.

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“Equal Employment Opportunity Certification Form”

ATTACHMENT F

(behind this page)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“Section 3 Requirements”

ATTACHMENT G

(behind this page)

ATTACHMENT H

**HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE**

SECTION 3

24 CFR PART 135

**ECONOMIC OPPORTUNITIES FOR
LOW-AND VERY LOW-INCOME PERSONS**

CONTRACT REQUIREMENTS

SECTION 3 BUSINESS PREFERENCE

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

I. Section 135.1 Purpose

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement

A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of Section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

C. CONTRACTS

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent to of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

D. SAFE HARBOR AND COMPLIANCE DETERMINATIONS

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

III. **SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.

- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
 - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
 - (ii) Participants in HUD Youth build programs (category 2 residents).
 - (iii) Where the Section 3 project is assisted under the Stewart B. McKinney NSP3less Assistance Act (42 U.S.C. 11301 et seq.), NSP3less persons residing in the Riverside or San Bernardino County shall be given the highest priority;

B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

IV SECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
- (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- (iii) Other Section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

SECTION 135.38 Section 3 Clause.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. *The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of 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 subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, 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 35 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 (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).*

VI. SECTION 135.40 Providing Other Economic Opportunities

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.
- C. Other business related economic opportunities:
 - (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-

enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.

- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
- (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VII. SECTION 135.5 Definitions.

As used in this part:

Applicant means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contract. See the definition of "Section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build Programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for NSP3less individuals and members of low and very low-income families.

Low income person. See the definition of "Section 3 Resident" in this section.

New hires mean full-time employees for permanent, temporary, or seasonal employment opportunities.

Public Housing resident has the meaning given this term in 24 CFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

Section 3 Clause means the contract provisions set forth in Sec. 135.38.

Section 3 covered activity means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement):
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:
 - (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low income person. See the definition of "Section 3 resident" in this section.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

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

Priority I

Category 1a Business

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

Priority II

Category 1b Business

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

Priority III

Category 2a Business

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

Priority IV

Category 2b Business

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

Priority V

Category 3 Business

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

Priority VI

Category 4a Business

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

Priority VII

Category 4b Business

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

Eligibility for Preference

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

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

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

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

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“HACR Sample Contract”

ATTACHMENT H

(behind this page)

1 services and duties in conformance to and consistent with the standards generally recognized as
2 being employed by professionals in the same discipline in the State of California.
3 CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses,
4 permits, qualifications and approvals of whatever nature are legally required to practice its
5 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals
6 in effect during the term of this Contract.

7 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from
8 the date of execution of this Contract and shall be completed within **CALENDAR DAYS TO**
9 **COMPLETE PROJECT**.

10 3. COMPENSATION/PAYMENT:

11 3.1 The AUTHORITY will compensate CONTRACTOR for all services
12 rendered and costs incurred in accordance with the terms in Exhibit A. All employee wages
13 paid, associated with this Contract, are subject to U.S. Department of Labor Service Contract
14 Act Wage Determination No.: 20XX-XXXX, Revision No. XX, XX/XX/201X.

15 3.2 The Total amount of compensation paid to the CONTRACTOR under this
16 Contract shall not exceed the sum of **ACCEPTED TOTAL AMOUNT OF PROJECT**,
17 unless a written amendment to this Contract is executed by both parties prior to performance of
18 additional services, subject to approval by the Board of Commissioners.

19 3.3 CONTRACTOR shall invoice the AUTHORITY once services are rendered
20 in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty
21 (30) working days from the date of receipt of the invoice. Authority shall not be liable for any
22 interest or late charges in the performance of this Contract.

23 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any
24 additional services or incur additional expense without first receiving the express written
25 consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

26 5. AMENDMENTS TO WORK PROGRAM: The Deputy Executive Director of
27 AUTHORITY is authorized to approve and execute changes to the Contract to the extent such
28 changes do not cause the total Contract to exceed \$75,000. Such changes shall be mutually

1 agreed upon by and between the Deputy Executive Director and CONTRACTOR and shall be
2 incorporated in written amendments to this CONTRACT.

3 6. INDEPENDENT CONSULTANT: AUTHORITY retains CONTRACTOR on an
4 independent contractor basis. CONTRACTOR is not, and shall not be considered to be in any
5 manner, an employee, agent or representative of the AUTHORITY. Personnel performing the
6 Services under this Contract on behalf of CONTRACTOR shall at all times be under
7 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,
8 salaries and other amounts due such personnel in connection with their performance of
9 service(s) and as required by law. CONTRACTOR shall be responsible for all reports and
10 obligations respecting such personnel, including but not limited to, social security taxes, income
11 tax withholdings, unemployment insurance, and workers' compensation insurance.

12 7. SERVICE-CONTRACT ACT: For all service contracts in excess of \$2,500,
13 whose principal purpose of which is to furnish services through the use of "service employees",
14 both parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.
15 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended
16 (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR
17 Parts 4, 6, 8, and 1925).

18 8. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless the
19 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and Departments,
20 their respective directors, officers, Board of Supervisors, elected and appointed officials,
21 employees, agents and representatives (individually and collectively hereinafter referred to as
22 Indemnites) from any liability whatsoever, based or asserted upon any services of
23 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of
24 or in any way relating to this Contract, including but not limited to property damage, bodily
25 injury, or death, or any other element of any kind or nature whatsoever arising from the
26 performance of CONTRACTOR, its officers, employees, subcontractors, agents or
27 representatives from this Contract. CONTRACTOR shall defend at its sole expense, all costs
28 and fees including, but not limited to, attorney fees, cost of investigation, defense and

1 settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or
2 omissions.

3 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
4 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and
5 shall have the right to adjust, settle, or compromise any such action or claim without the prior
6 consent of AUTHORITY; provided, however, that any such adjustment, settlement or
7 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification
8 to Indemnitees as set forth herein.

9 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
10 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any
11 liability for the action or claim involved.

12 The specified insurance limits required in this Contract shall in no way limit or
13 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees
14 herein from third party claims.

15 In the event there is conflict between this clause and California Civil Code Section 2782,
16 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
17 relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by
18 law.

19 9. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation
20 to indemnify or hold the AUTHORITY harmless, CONTRACTOR shall procure and maintain
21 or cause to be maintained, at its sole cost and expense, the following insurance coverages during
22 the term of this Contract. As respects to the insurance section only, the AUTHORITY herein
23 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
24 their respective directors, officers, Board of Supervisors, employees, elected or appointed
25 officials, agents or representatives as Additional Insureds.

26 9.1 Workers' Compensation: If the CONTRACTOR has employees as defined
27 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
28 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

1 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
2 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
3 of the AUTHORITY.

4 9.2 Commercial General Liability: Commercial General Liability insurance
5 coverage, including but not limited to, premises liability, unmodified contractual liability,
6 products and completed operations liability, personal and advertising injury, employment
7 practices liability, and cross liability coverage, covering claims which may arise from or out of
8 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
9 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than
10 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
11 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence
12 limit.

13 9.3 Vehicle Liability: If vehicles or mobile equipment are used in the
14 performance of the obligations under this Contract, then CONTRACTOR shall maintain
15 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
16 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
17 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
18 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

19 9.4 Professional Liability: Contractor shall maintain Professional Liability
20 Insurance providing coverage for the Contractor's performance of work included within this
21 Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
22 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made
23 basis rather than an occurrence basis, such insurance shall continue through the term of this
24 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended
25 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new
26 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or
27 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained
28 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),

1 or 3) will continue as long as the law allows.

2 9.5 General Insurance Provisions - All lines:

- 3 a. Any insurance carrier providing insurance coverage hereunder shall be
4 admitted to the State of California and have an A M BEST rating of not less
5 than A: VIII (A:8) unless such requirements are waived, in writing, by the
6 County Risk Manager. If the County's Risk Manager waives a requirement
7 for a particular insurer such waiver is only valid for that specific insurer and
8 only for one policy term.
- 9 b. The CONTRACTOR must declare its insurance self-insured retention for
10 each coverage required herein. If any such self-insured retention exceed
11 \$500,000 per occurrence each such retention shall have the prior written
12 consent of the County Risk Manager before the commencement of operations
13 under this Contract. Upon notification of self-insured retention unacceptable
14 to the AUTHORITY, and at the election of the County's Risk Manager,
15 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-
16 insured retention as respects this Contract with the AUTHORITY, or 2)
17 procure a bond which guarantees payment of losses and related
18 investigations, claims administration, and defense costs and expenses.
- 19 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
20 furnish the AUTHORITY with either 1) a properly executed original
21 Certificate(s) of Insurance and certified original copies of Endorsements
22 effecting coverage as required herein, and 2) if requested to do so orally or in
23 writing by the County Risk Manager, provide original Certified copies of
24 policies including all Endorsements and all attachments thereto, showing
25 such insurance is in full force and effect. Further, said Certificate(s) and
26 policies of insurance shall contain the covenant of the insurance carrier(s)
27 that thirty (30) days written notice shall be given to the AUTHORITY prior
28 to any material modification, cancellation, expiration or reduction in

1 coverage of such insurance. In the event of a material modification,
2 cancellation, expiration, or reduction in coverage, this Contract shall
3 terminate forthwith, unless the AUTHORITY receives, prior to such
4 effective date, another properly executed original Certificate of Insurance and
5 original copies of endorsements or certified original policies, including all
6 endorsements and attachments thereto evidencing coverage's set forth herein
7 and the insurance required herein is in full force and effect. **CONTRACTOR**
8 ***shall not commence operations until the AUTHORITY has been furnished***
9 ***original Certificate (s) of Insurance and certified original copies of***
10 ***endorsements and if requested, certified original policies of insurance***
11 ***including all endorsements and any and all other attachments as required***
12 ***in this Section, showing that such insurance is in full force and effect. An***
13 ***individual authorized by the insurance carrier to do so on its behalf shall***
14 ***sign the original endorsements for each policy and the Certificate of***
15 ***Insurance.***

- 16 d. It is understood and agreed to by the parties hereto that the
17 CONTRACTOR's insurance shall be construed as primary insurance, and the
18 AUTHORITY's insurance and/or deductibles and/or self-insured retention's
19 or self-insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Contract or any extension thereof, there is a
21 material change in the scope of services; or, there is a material change in the
22 equipment to be used in the performance of the scope of work; or, the term of
23 this Contract, including any extensions thereof, exceeds five (5) years; the
24 AUTHORITY reserves the right to adjust the types of insurance and the
25 monetary limits of liability required under this Contract, if in the County
26 Risk Manager's reasonable judgment, the amount or type of insurance carried
27 by the CONTRACTOR has become inadequate.
- 28 f. CONTRACTOR shall pass down the insurance obligations contained herein

1 to all tiers of subcontractors working under this Contract.

2 g. The insurance requirements contained in this Contract may be met with a
3 program(s) of self-insurance acceptable to the AUTHORITY.

4 h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party
5 or any incident or event that may give rise to a claim arising from the
6 performance of this Contract.

7 10. GENERAL:

8 10.1 Any waiver by AUTHORITY of any breach of any one or more of the
9 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
10 of the same or of any other term of this Contract. Failure on the part of AUTHORITY to
11 require exact, full and complete compliance with any terms of this Agreement shall not be
12 construed as in any manner changing the terms or preventing AUTHORITY from enforcement
13 of the terms of this Contract.

14 10.2 In the event the CONTRACTOR receives payment under this Contract
15 which is later disallowed by AUTHORITY for nonconformance with the terms of the Contract,
16 the CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on
17 request; or at its option the AUTHORITY may offset the amount disallowed from any payment
18 due to the CONTRACTOR.

19 10.3 CONTRACTOR shall not provide partial delivery or shipment of
20 services or products unless specifically stated in the Contract.

21 10.4 CONTRACTOR shall not provide any services or products subject to any
22 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
23 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
24 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free
25 from all liens, claims or encumbrances.

26 10.5 The AUTHORITY agrees to cooperate with the CONTRACTOR in the
27 CONTRACTOR'S performance under this Contract, including, if stated in the Contract,
28 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY

1 data, information and personnel.

2 10.6 CONTRACTOR shall comply with all applicable Federal, State and local
3 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies
4 and procedures. In the event that there is a conflict between the various laws or regulations that
5 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

6 10.7 CONTRACTOR shall comply with all air pollution control, water
7 pollution, safety and health ordinances, statutes or regulations which apply to performance
8 under this Contract.

9 10.8 CONTRACTOR shall comply with all requirements of the Occupational
10 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
11 Department of Labor and the State of California (Cal/OSHA).

12 10.9 This Contract shall be governed by the laws of the State of California.
13 Any legal action related to the performance or interpretation of this Contract shall be filed only
14 in the Superior Court of the State of California located in Riverside, California, and the parties
15 waive any provision of law providing for a change of venue to another location.

16 11. TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,
17 terminate this Contract in whole or in part at any time. Such termination may be for
18 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and
19 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to
20 timely perform services pursuant to this Contract.

21 11.1 Discontinuance of Services. Upon receipt of written Notice of
22 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless
23 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,
24 summaries, reports, and other related materials as may have been prepared or accumulated by
25 CONTRACTOR in performance of Services, whether completed or in progress.

26 11.2 Effect of Termination for Convenience. If the termination is to be for the
27 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for
28 Services satisfactorily provided through the date of termination. Such payment shall include a

1 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on
2 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by
3 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR
4 prior to the date of termination. This Contract shall terminate immediately upon
5 CONTRACTOR's receipt of the written Notice of Termination.

6 11.3 Effect of Termination for Cause. If the termination is due to the failure
7 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be
8 compensated for those Services which have been completed and accepted by the AUTHORITY.
9 In such case, the AUTHORITY may take over the work and prosecute the same to completion
10 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any
11 reasonable additional costs incurred by the AUTHORITY to revise work for which the
12 AUTHORITY has compensated CONTRACTOR under this Contract, but which the
13 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to
14 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for
15 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to
16 adequately fulfill its requirements under this Contract. In its sole discretion, AUTHORITY's
17 Representative may propose an adjustment to the terms and conditions of the Contract,
18 including the contract price. Such contract adjustments, if accepted in writing by the Parties,
19 shall become binding on CONTRACTOR and shall be performed as part of this Contract. In
20 the event of termination for cause, unless otherwise agreed to in writing by the parties, this
21 Contract shall terminate thirty (30) days following the date the Notice of Termination was
22 mailed to the CONTRACTOR. Termination of this Contract for cause may be considered by
23 the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

24 11.4 Cumulative Remedies. The rights and remedies of the parties provided in
25 this Section are in addition to any other rights and remedies provided by law or under
26 these Contracts.

27 12. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall
28 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the

1 performance of services required under this Contract.

2 13. ADMINISTRATION: The AUTHORITY Deputy Executive Director (or
3 designee) shall administer this Contract on behalf of AUTHORITY.

4 14. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either
5 in whole or in part, without prior written consent of AUTHORITY. Any assignment or
6 purported assignment of this Contracts by CONTRACTOR without the prior written consent of
7 AUTHORITY will be deemed void and of no force or effect.

8 15. NONDISCRIMINATION: CONTRACTOR represents that it is an equal
9 opportunity employer and it shall not discriminate against any employee or applicant for
10 employment because of race, religion, color, national origin, ancestry, sex, physical condition,
11 or age. Such non-discrimination shall include, but not be limited to, all activities related to
12 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff
13 or termination.

14 16. ALTERATION: No alteration or variation of the terms of this Contract shall be
15 valid unless made in writing and signed by the parties hereto, and no oral understanding or
16 agreement not incorporated herein shall be binding on any of the parties hereto.

17 17. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to
18 individuals without reference to their religion, color, sex, national origin, age or physical or
19 mental handicap.

20 18. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of
21 this Contract, possession of a current and valid license in compliance with any local, State, and
22 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
23 and that services(s) will be performed by properly trained and licensed staff.

24 19. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and
25 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer
26 all requests for information to AUTHORITY.

27 20. WORK PRODUCT: All reports, preliminary findings, or data assembled or
28 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.

1 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.
2 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,
3 without the direct authorization of the AUTHORITY Deputy Executive Director or an
4 authorized designee.

5 21. MEDIATION: CONTRACTOR and AUTHORITY agree that in the event of
6 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this
7 Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise,
8 which are not adequately addressed by the AUTHORITY's informal and formal dispute
9 resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select
10 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in
11 the County of Riverside. Each party shall be responsible for its own legal fees and other
12 expenses incident to the preparation for mediation. If the dispute cannot be resolved by
13 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the
14 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

15 22. SEVERABILITY: If any provision in this Contract is held by a court of
16 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
17 nevertheless continue in full force without being impaired or invalidated in any way.

18 23. COUNTERPARTS: This Contract may be signed by the different parties hereto
19 in counterparts, each of which shall be an original but all of which together shall constitute one
20 and the same contract.

21 24. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,
22 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all
23 prior and contemporaneous representations, proposals, discussions and communications,
24 whether oral or in writing and any other terms Authority may be required to acknowledge and
25 accept when accessing the services. In the event of any conflict between this Contract and any
26 of the Exhibits attached hereto, including but not limited to, Software Terms of Use and the End
27 User's License Agreement, (EULA) and any proprietary software terms and conditions accessed
28 on-line, the terms of this Contract (Master Agreement) shall prevail. This Contract may be

1 changed or modified only by a written amendment signed by authorized representatives of both
2 parties.

3 25. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully
4 performed or are not capable of being fully performed as of the date of termination will survive
5 termination of this Contract.

6 26. MISCELLANEOUS: As used in this contract, the term CONTRACTOR also
7 includes Contractor's owners, officers, employees, representatives and agents.

8 27. EXHIBITS: The Contract Documents means and includes, without limitation,
9 all of the following which are incorporated herein by this reference and are made a part of this
10 CONTRACT as if fully set forth herein. The Contract Documents consist of the following
11 component parts:

- 12 27.1 Exhibit A: Scope of Services
- 13 27.2 Exhibit B: RFP No. 2015-XXX
- 14 27.3 Exhibit C: Form HUD-5370 CI (10/2006), General Conditions for Non-
15 Construction Contracts, Section I – (With or without Maintenance Work) & Form
16 HUD-5370 CII (10/2006), General Conditions for Non-Construction Contracts,
17 Section II – (With Maintenance Work)
- 18 27.4 Exhibit D: U.S. Department of Labor Service Contract Act Wage
19 Determination No.: 2005-2053, Revision No. XX, XX/XX/20XX.

20 28. NOTICES: Any notice or other communication required or permitted under this
21 Contract shall be sufficiently given if delivered in person or sent by one of the following
22 methods: (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.
23 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight
24 service with tracking capabilities. Notices or communications shall be deemed properly
25 delivered to the respective parties at the addresses set forth below as of the date personally
26 delivered or sent by mail or overnight service:

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28 (signatures on next page)

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Heidi Marshall (CONTRACTOR SIGNEE'S NAME)
Housing Authority of the (CONTRACTOR'S NAME)
County of Riverside (ADDRESS)
5555 Arlington Avenue (CITY, STATE, ZIP CODE)
Riverside, California 92504-2506

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract this ____ day of _____, 201X.

Company name: _____

By: _____

(CONTRACTOR'S NAME)

Title: _____

License #: _____

Housing Authority of the County of Riverside

By: _____

Heidi Marshall, Deputy Executive Director

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Exhibit "A"
Scope of Services
[LIST ALL SCOPE OF SERVICES HERE]

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“HUD Form 5370 C1 and C2”

ATTACHMENT I

(behind this page)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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.

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

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.

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

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.

**INVITATION FOR BIDS (IFB) NO. 2016-007
LANDSCAPE MAINTENANCE SERVICE FOR DESERT ROSE APARTMENTS**

“HUD Form 5369-B”

ATTACHMENT J

(behind this page)

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:]