

**Raleigh Housing Authority (RHA)**

**REQUEST FOR PROPOSALS (RFP)**

**Vacant Unit Turns**

**Reissue December 22, 2025**

Single copies of this RFP may be obtained at no cost by visiting RHA's website [Bid Status - Raleigh Housing Authority](#), picked up at 900 Haynes St. Raleigh, NC 27604, or 101 Authority Lane Raleigh, NC 27601. In the event addenda are issued, they will be issued via e-mail and posted on [www.rhanc.gov](http://www.rhanc.gov).

**PROPOSAL DEADLINE:**

**Due Date: 3:00 p.m. (EST), on January 5, 2026.**

The preferred method is to submit proposals electronically as a viewable and printable Adobe Portable Document File (PDF) by email to [jmorgan@rhanc.gov](mailto:jmorgan@rhanc.gov). The PDF electronic version must be received on or before the RFP due date and time provided above.

Proposals may also be mailed to or dropped off at the address below by the Due Date.

Raleigh Housing Authority  
RFP Vacant Unit Turns  
900 Haynes St.  
Raleigh, NC 27604

**PROPOSAL SUBMISSION:**

The proposal must be received by the RFP due date and time provided above. No oral or faxed proposals will be accepted. The e-mail should be marked with the words "**RFP Vacant Unit Turns.**" The proposal must include all required documents as detailed in the Proposal Response section of the RFP.

All responses submitted are subject to these instructions and the Supplemental Instructions to the Offerors, Non-Construction HUD Form 5369-B, contained in Appendix 3.

During the period between issuance of this RFP and the proposed due date, no oral interpretation of the RFP's requirements will be given to any prospective Offeror. Requests for interpretation (and other questions) must be made at least 3 days before the submission due date and time to [jmorgan@rhanc.gov](mailto:jmorgan@rhanc.gov).

During the period of advertisement for this RFP, RHA may wish to amend, add to, or delete from the contents of this RFP. In such situations, RHA will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be posted on RHA's website at [Bid Status - Raleigh Housing Authority](#). It is the responsibility of each Respondent to check RHA's website for all updated information related to this RFP.

There will be one or more contracts awarded to the most responsive and responsible proposal(s), which in the judgment of RHA best meets the objectives of the Housing Authority.

RHA reserves the right to interview the competitive range if such a process proves necessary.

General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Proposals by reference.

The intent of this RFP is to create a pool of contractors for unit turnovers and will be used on an as needed basis. The actual number of contractors chosen will depend on the number of anticipated units to be turned and availability of in-house staff. Contractors should limit their proposal to the services for which they are qualified, competent, and able to complete. For those areas that the contractor will not perform, mark N/A on the Appendix 2.0 and 2.1.

Contractors selected to participate in the pool will be assigned work at the discretion of the Authority based on quality of work, availability, manpower and timeliness. RHA shall also be the determining factor on the number of units any contractor may be assigned.

As tenants move out, the requirement for turnover must happen swiftly and contractors must be available upon call. Time is of the essence and quick turnover on vacant units is critical for operations to provide affordable housing. Unit turnaround time will depend on the number of bedrooms, how many phases are required and the extent of work within the phases required. The number of turnarounds annually depends on tenant status and is difficult to estimate.

RHA will review the project site and provide the contractor with an inspection form detailing the required work needed in the specific unit.

Any allowable charges for materials not furnished by RHA, the contractor will need to purchase the materials in order to complete the unit turnover in the allotted time. These expenses must be approved prior to purchase by the Contract Monitor, for the contractor to be reimbursed with proof of receipt.

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## **Unit Turns RFP**

### **General Information**

Raleigh Housing Authority (“RHA”), a public body corporate and politic, organized under the laws of the State of North Carolina, a “public housing agency” as defined in the U. S. Housing Act of 1937, was organized in 1938 with the mission of providing safe, quality, affordable housing to low and moderate income families in the greater Raleigh community; and to promote responsibility and self-sufficiency of residents while maintaining the fiscal integrity of the agency. RHA provides 1,248 low-income public housing units, and 193 RAD-PBV Vouchers and RHA’s non-profit affiliate owns 339 affordable market rate units and 145 tax credit units for which RHA manages.

### **Introduction**

RHA requests bids from qualified Contractors for Make Ready/Vacant Unit Turnover and Repair Services for vacant 1, 2, 3, 4, and 5-bedroom units within our communities. RHA may, as needed, engage a contractor to perform painting, cleaning, and/or trash removal for vacant units, either as standalone services or as part of a complete unit turn. This Request for Proposal (RFP) solicits pricing and qualifications for each service individually as well as for the comprehensive completion of all three tasks, including required repairs which is incorporated in the attached Appendix 2.1.

RHA is seeking Contractors who have a demonstrated ability to deliver high-quality repairs and turnover services in a timely manner. Complete turnover services will include trash removal, cleaning, painting, and repair services. RHA’s goal is to contract with contractors who can provide comprehensive unit turn services, including trash removal, cleaning, painting, and repairs. However, we understand that not all contractors are staffed or equipped to complete every aspect of the unit turn. Contractors are therefore encouraged to submit pricing for the services they are able to provide.

RHA reserves the right to select a pool of contractors for completion of Make Ready/Vacant Unit Turnover to prepare units for occupancy, in accordance with the specifications in this Scope of Work. Selection as a participant of the pool is not a guaranty of the type or number of units for which a participant may be selected. The designated RHA staff person(s) will assign each contractor(s) to a unit(s), along with an estimated timeline for completion. In the event additional work not included in this scope of work may be required, designated RHA staff will walk the unit with the contractor and request a quote/proposal from the contractor. RHA will evaluate price reasonableness and scope detail.

### **Scope of Work**

#### **TRASH REMOVAL AND DISPOSAL:**

- Remove and dispose of all trash and unclaimed personal property from unit. Contractor shall provide all labor, material and equipment necessary to remove contents of vacant dwelling unit. Contents include but are not limited to debris, abandoned personal effects, trash, furniture, affected items and appliances. All debris must be loaded and hauled from jobsite and disposed of in approved landfills. No trash shall be placed in RHA receptacles. All permits, compliance with applicable State and Local codes and OSHA regulations are the responsibility of the Contractor.

#### **CLEANING:**

- All surfaces, including the front and back porch/patio, must be wiped off or wash cleaned. This includes, but is not limited, food, grease, webs, dust, dirt, insects, and feces. The contractor shall provide all labor, materials and equipment to perform cleaning services
- Sweep & mop all hard surface floors.

- Vacuum and shampoo all carpeted floors where applicable.
- Clean Kitchen including:
  - Dishwasher
  - Clean kitchen sinks
  - Degrease and clean stovetops, ovens and range hood.
  - Degrease all walls when applicable
  - Deep clean and sanitize refrigerator & freezer inside and out.
  - Deep clean all cabinets and drawers inside and out.
  - Clean countertops.
  - Clean all pantry areas
- Wash all baseboards or cove base throughout unit.
- Clean all light fixtures inside and outside of the unit.
- Clean both sides of all interior doors and exterior doors.
- Wash all receptacle covers. Replace broken/damaged covers.
- Clean & sanitize all bathrooms using a non-abrasive cleaner: Including
- Toilets
  - Toilet seats
  - Vanities (Inside & Out)
  - Mirrors
  - Tubs/showers (Including Surrounds)
  - Flooring
  - Exhaust fans
- Windows
- Clean all blinds throughout unit.
- Replace blinds when broken or missing using blinds from the RHA warehouse.
- Clean all windows inside and out
- Clean all HVAC vents throughout unit. (Including HVAC Mechanical Closets)
- Strip all waxed surfaced floors & apply four (4) coats of high-quality wax.
- Clean front and back porches.
- Sweeping front and back stoops
- Washing walls of any dirt on the front and back porches
- Wash the screen doors
- Wash the front and back doors
- Wipe down all soffits on the front and back porches
- Sweep out all storage units.
- Sweep out garages where applicable.

As indicated on the price form, an additional fee may be paid for extensive cleaning and trash removal. The RHA contract monitor will indicate the need for more than normal cleaning and trash removal on the inspection form.

**PAINTING:**

Contractor shall provide all labor, material and equipment necessary to paint vacant dwelling unit. Contractor shall be responsible for immediately cleaning all drops or spills. After the paint is dry, the Contractor is responsible for re-hanging all fixtures removed during the painting process, and re-installation of all light switch covers and outlet covers removed.

**Paint must be rolled. Paint sprayers are prohibited. Ceiling texture sprayers are allowed. Unit must have a "like-new" appearance upon completion.**

- The contractor will repair any drywall damage and texture to match existing. The Contractor will prepare paint surfaces by repairing all nail pops, dents, scratches, holes, etc. on all walls and ceilings with joint compound and sand smooth to a paintable finish before painting. All drywall work will be sanded smooth before painting.
- All light switch covers and outlet covers must be removed prior to painting. All light switch covers and

outlet covers must be reinstalled or replaced, if broken, once all painting is complete.

- The Contractor will paint all walls in each bedroom, bathroom, living room, dining room, kitchen, all doors (both sides), wood baseboards, stair railings, window trims and sills, attached storage or utility rooms with one coat of primer and two coats of paint (provided by RHA). The contractor will paint all ceilings, trimming of doors, base boards, and stairwells
- The Contractor will also paint the ceiling with two coats of paint (provided by RHA). Contractor will prepare paint surfaces by covering/protecting all sprinkler heads and alarm equipment.
- The contractor will cover and lay down tarps throughout the apartment to prevent any paint spilling on the property/and or residents furniture/clothing. Contractor will exercise due caution to protect floors, countertops, and cabinets from paint splatters or spillage.
- The contractor will not paint over any light, light switch or electrical outlet.
- The contractor will not pour or empty any paint in the drain lines of the apartment(s). There will be no cleaning of painting equipment on site. The contractor will dispose of leftover paint properly.
- The contractor will be responsible for painting all walls to a smooth finish. The contractor will remove any excess paint from the apartment.

**REPAIRS:**

The Contractor is required to make necessary repairs to (or replacement of) apartment fixtures, hardware, and appliances based on the inspection form attached to this RFP. The contractor shall provide all labor and tools necessary to perform the maintenance/repairs. The materials to be provided by RHA will be indicated on the repair inspection form provided by the contract monitor. If RHA-supplied materials cause a delay in the unit turn, the number of days the contractor has to turn the unit will be extended. If the contractor is required to pick up materials, as indicated on the inspection form, from a designated vendor using item numbers provided by RHA, the contractor will be reimbursed for the cost of the items plus a 20% markup on the material to cover time and transportation costs. Receipts must be included with the invoice for reimbursement. If the contractor picks up materials that is not specified or approved by RHA, the contractor will not be reimbursed for these materials.

The dwelling unit must function as intended and may include making the necessary repairs as included in the attached list of repairs/replacements. An inspection form will be completed by the vacancy manager and/or property manager to notify the contractor of repairs required in the unit being turned. The list of repairs is included in Appendix 2.1. All repairs listed will not be needed in every unit. Also, some units may need a repair that is not listed on Appendix 2.1 but will be added on the repair listing provided by the contract monitor.

**Time and Scheduling**

As residents vacate, time is of the essence, and quick turnover of the unit is critical for RHA to continue providing affordable housing to individuals and families.

The units are expected to be turned within the following timeframe unless otherwise approved by the contract monitor. In addition, see items 1 and 2 under General Conditions.

Efficiency – 4 Days
One bedroom – 4 Days
Two Bedroom – 5 Days
Three Bedroom – 6 Days
Four Bedroom – 7 Days
Five Bedroom – 8 Days

**General Conditions**

- The contractor will begin the unit turn within 48 hours of notice to proceed by the contract monitor.
- The contractor will complete the unit turn and ensure the unit is ready for occupancy within the timeframes

listed above. The number of days allowed to turn the unit will begin after the 48-hour notice to proceed is issued as indicated in item 1 above.

- If the work is not completed within the timeframe specified above, the contractor will be subject to a performance disincentive. The performance disincentive will result in a ten percent (10%) reduction in the agreed upon price every three (3) calendar days the work remains incomplete as determined by the contract monitor. If the contractor does not deliver the completed work in a manner acceptable to the contract monitor for thirty days beyond the expected unit completion date per the timeframe specified above, the contractor disincentive will result in no compensation due to the contractor for that specific unit. The disincentive payment will be pro-rated for less than three days.
- When the contractor notifies the contract monitor that the vacant unit is complete and ready for inspection, the contract monitor or their designee will conduct a final inspection using the designated inspection form previously given to the contractor. A trip charge of \$125 will be deducted from the total compensation for each failed inspection conducted by the contract monitor. All contractors must ensure that all work outlined in the contract is complete and meets RHA's standards before contacting the contract monitor to inspect the completed work.
- The contractor may work between the hours of 7:00am – 7:00pm Monday thru Saturday as long as there is no disturbance to the peaceful enjoyment of the families who live in or near the communities they are working, unless otherwise arranged.
- The contractor will check in with the property manager and/or contract monitor when entering the property and the property manager, RHA site staff, or a lock box will provide entry into the unit.
- The contractor will clean the work area and notify the property manager or site personnel to lock the apartment before the contractor departs the apartment.
- The contractor will contact the contract monitor or other RHA designee via phone after each apartment is completed to confirm that all work has been completed and is ready to be inspected. The contractor, contract monitor and property manager will ensure that all work is completed so the contractor can be paid for that apartment. Both the contractor and RHA designee will sign confirming if all work is accepted. Any work items not completed to RHA standards will be communicated to the contractor in writing/email and if not corrected will not be paid.
- The contractor will present an invoice for the work rendered once the vacant unit has been turned.
- The contractor will be responsible for all safety regulations and comply with all OSHA, state and local regulations.
- The contractor will ensure that all safety practices are performed while on the development.
- The contractor will contact the contract monitor before working on anything not stated in this statement of work or included on the inspection form provided by the contract monitor.
- There may be units that don't require complete painting. This will be notated on the inspection form and the cost will be adjusted accordingly.
- All debris must be loaded and hauled from jobsite and disposed of in approved landfills. No trash shall be placed in RHA receptacles. All permits, compliance with applicable State and Local codes and OSHA regulations are the responsibility of the Contractor.
- Warranty/Guarantee: All equipment, materials, and installation shall be guaranteed to be free from defects for a period of 1 year after final acceptance of work or in accordance with a standard guarantee.

At all times, the contractor shall be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to perform the work assigned to them properly.

## **Qualifications**

### *Experience with Apartment Turns*

- Demonstrated experience in apartment turnover work (ideally 2–5+ years)
- Familiarity with multifamily property standards
- References from similar projects (include property managers if possible)
- Understanding of quick turnaround timelines typical for apartment turns

### *Scope of Skills*

- A qualified turn contractor (or team) should be able to handle the following tasks:
  - Painting and patchwork
  - Drywall repair
  - Cleaning and debris removal
  - Flooring repair
  - Basic plumbing (leaky faucets, toilet swaps, etc.)
  - Basic electrical (light fixture swaps, outlet covers)
  - Appliance installation or minor repair
  - Cabinet touch-ups or replacements
  - Lock changes or door repairs

#### *Reliability & Time Management*

- Proven ability to complete unit turns within tight deadlines (typically 2–5 days)
- Flexible availability for move-in/move-out schedules
- Ability to scale for multiple units at once (if you're managing many units)

#### *Compliance & Safety*

- Familiar with OSHA safety standards
- Knows NC housing codes
- Uses proper disposal methods for hazardous materials (paint, flooring, etc.)

#### *Tools & Equipment*

- Must have their own tools, ladders, shop vacs, etc.
- Access to a truck or van for hauling materials/debris

### **Term of Contract**

This service contract will be for a one (1) year term with the option for four (4) – one (1) year renewal periods. Prices stated in the proposal shall be legally binding for the original term of the contract. Renewal pricing will be at an agreed upon % of increase, per original proposed pricing from the contractor. If the Contractor fails to perform in accordance with RHA's standards or contractual requirements, RHA reserves the right to terminate the contract in accordance with its terms and conditions.

### **Additional Contract Provisions**

#### **Assignment of the Contract**

The contractor shall not enter any sub-contracts, retain consultants, or assign, transfer, convey or otherwise dispose of the ensuing contract or any or all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of RHA.

#### **Provision for Changes or Amendments**

If at any time RHA desires to expand, alter or terminate a portion of the Scope of Services, as defined in the contract, the contract will be amended to reflect these changes at costs/ deductions acceptable to both parties. RHA shall provide ten (10) days prior written notice to the contractor for any changes to the Scope of Services. Contractor shall obtain and maintain during the performance under the Contract all insurance required by RHA to perform work for RHA.

### **Proposal Response**

The following documents need to be included in the proposal response in the following order.

1. Appendix 1 (Contractor Qualification Form) **in its Entirety** (this is a requirement. If there is a field that the contractor is not applicable please note it as N/A).
2. Appendix 2.0 – Pricing Proposal Form (**labor only; provide price per room**)  
 Appendix 2.1 – Pricing Proposal Form – Repair Item List (**labor only**)  
**Complete Appendix 2.0 to submit your price quote for the cleaning, trash removal, and painting of the unit. If you also intend to perform the repairs within the unit, please complete Appendix 2.1 as well.**

**RHA's goal is to contract with contractors who can provide comprehensive unit turn services, including**

**trash removal, cleaning, painting, and repairs. However, we understand that not all contractors are staffed or equipped to complete every aspect of the unit turn. Contractors are therefore encouraged to submit pricing for the services they are able to provide.**

3. Complete and Attach the Following HUD Forms:

*HUD Form 5369b (Appendix 3) – Instructions to Offerors Non-Construction*

*HUD Form 5369c (Appendix 4) –Certifications and Representations of Offerors Non-Construction Contract*

*HUD Form 5370c (Appendix 5) – General Conditions for Non-Construction Contracts*

*Certificate of Compliance Section 3 (Appendix 6) – Complete and attach*

*Non-Collusion Affidavit of Contractor (Appendix 7) – Complete and attach*

*Certification Regarding Debarment, Suspension, Proposed Debarment (Appendix 8) – Complete and attach*

**Evaluation Criteria**

Selection of a contractor to render services pursuant to this RFP will be made in accordance with procurement regulations. The selection will be the Proposal that is in the best interest of the Authority. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel based on the following criteria and weights below:

Criteria	Point Value
Experience	30
Qualifications	30
Capacity to Perform *evidence of ability to perform the work specified in a timely manner and of acceptable quality per available personnel, equipment, materials, licenses and procedures for maintaining level of service	10
Proposed Fees <i>Appendix 2.0 and 2.1</i>	20
Section 3 * evidence of participation to meet Section 3	10
<b>Total Points</b>	<b>100</b>

**Reservation of Rights**

Proposals that are incomplete with respect to the requirements listed in the proposal may be considered unresponsive and may be disqualified at RHA’s discretion.

The Authority reserves the right to:

- Request additional information from any and all firms.
- Withdraw the RFP at any time.
- Accept or reject any and all Proposals for any reason or no reason and to accept the bid(s) most favorable

to RHA.

- Take exception to these RFP specifications.
- Reject Proposals from any firm who has previously failed to perform properly and/or complete work or contracts in a timely manner, does not comply with the requirements of this RFP, or is not in a position to perform the contract.
- Be the sole judge of suitability of the services for its intended use.
- Be under no obligation to select a contractor as a result of this RFP and make no award or decline to enter negotiations should it believe no Respondent to this RFP would be capable of delivering the necessary level of service.
- Negotiate the fees and charges contained in the Proposal and are not obligated to accept a Proposal based upon the lowest fee schedule.
- RHA reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so; and to make the award in the best interest of RHA.

All matters set forth in a Proposal shall become the property of the Authority, may be disclosed by the Authority, and may be made available by the Authority for public inspection after the execution of the contract. The agreement between the Authority and the selected contractor will be evidenced by a written contract, which shall incorporate this RFP, the Proposal, and any related correspondence. In executing such contract, the contractor agrees to be bound by the terms and conditions of this RFP, and that all representations, warranties, and commitments in the Proposal and related correspondence are contractual obligations. In the event of any conflict in the terms and conditions between the RFP, the Proposal, and any related correspondence, the RFP shall control.

**Appendix 2.0**

RHA may, as needed, engage a contractor to perform painting, cleaning, and/or trash removal for vacant units, either as standalone service or as part of a complete unit turn. **Provide pricing for all proposed services by unit based on bedroom size, and square footage. If you are also proposing to perform the complete unit turn, complete the itemized repair list in Appendix 2.1.** Not all repair items will be completed in every unit. The contract monitor will complete an inspection checklist that will identify all repair items in the unit turn. If there is a service that will not be performed (i.e. cleaning, painting, trashing please mark as N/A)

			Price		
Mayview	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 1953	2	742			
	3	1006			
			Price		
The Oaks	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 1975	2	7410			
	3	813			
	4	1342			
			Price		
Carriage House	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 1980	0	387			
	1	560			
	2	600			
			Price		
Birchwood/Eastwood	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 1982-1984	2	813			
	3	1340			
	4	1498			
			Price		
Stonecrest	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 1985	2	828			
	3	1344			
			Price		
Capitol Park	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 2003	1	734			
	2	1235			
	3	1311			
			Price		
Chavis Heights	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
Built 2007	1	599			
	2	1000			
	3	1223			

An additional percentage shall be applied in cases where the Contract Monitor, upon inspection, determines that the unit requires extensive cleaning and/or extensive trash removal.

			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Walnut Terrace</b>					
Built 2014	1	702			
	2	1309			
	3	1440			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Single Family Homes</b>					
Built Various	2	1179			
	3	1449			
	4	1753			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Parkview</b>					
Built 2002	1	617			
	2	811			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Carousel Place</b>					
Built 2007	1	633			
	2	864			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Stony Brook</b>					
Built 1984	1	633			
	2	864			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Terrace Park</b>					
Built 1989	2	767			
	3	957			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Valleybrook</b>					
Built 1983	2	940			
	3	1141			
	4	1344			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Meadow Ridge</b>					
Built 1984	1	719			
	2	888			
	3	1188			
	4	1415			
	5	1716			
			Price		
	Bdrm	Average Square Feet	Cleaning	Painting	Trashing
<b>Berkshire Village</b>					
Built 1992	3	1082			

Complete turnover services will include trash removal, cleaning, painting, and repair services. **Provide a price quote for each repair item listed below. (labor only)**

**Repair Items**

<b>Kitchen</b>		<b>Price</b>	
Replace Kitchen Faucet and Sprayer			
Replace Range Queens (all)			
Install New Stove/Oven			
Repair Stove/Oven			
Replace Drip Pans			
Replace Stove Eyes/Burners			
Replace Range Hood			
Replace Range Hood Filter			
Replace Range Hood Bulb			
Replace Range Hood Lens Cover			
Install New Dishwasher			
Repair Dishwasher			
Install New Refrigerator			
Repair Refrigerator			
Replace Ice Trays (all)			
Clean out p-trap and ensure all drains are working properly			
Caulk Countertops			
Caulk Sink			
Replace Door Stops			
Replace Door Hinges			
Replace Door Trim			

<b>Kitchen</b>		<b>Price</b>	
Replace or Repair Door Jam			
Repair / Replace Door			
Replace Door Knob			
Replace Light Bulbs (all)			
Replace Light Globes			
Replace Light Fixtures			
Replace Receptacle Cover Plate			
Replace Switch Cover Plate			
Replace Shoe Molding Trim			
Replace Wood Baseboard Trim			
Replace Cove Base			
Replace Window Shades/Blinds (each)			
Lube Window			
Repair Window Lock			
Replace Wall Shield			
Replace Floor Heat Vents			

<b>Living Room</b>		<b>Price</b>	
Replace Door Stops			
Replace Door Hinges			
Replace Door Trim			
Replace or Repair Door Jam			
Repair / Replace Door			
Replace Door Knob			
Replace Light Bulbs (all)			
Replace Light Globes			
Replace Light Fixtures			
Replace Receptacle Cover Plate			
Replace Light Switch Cover Plate			
Replace Cable Cover Plates			
Replace Shoe Molding Trim			
Replace Wood Baseboard Trim			
Replace Cove Base			

<b>Living Room</b>		<b>Price</b>	
Replace Window Shades/Blinds (each)			
Lube Window			
Repair Window Lock			
Replace Floor Heat Vents			
Replace Closet Door Catches			
Replace Shade Brackets (pair)			
Replace Ceiling Fan			
Replace Ceiling Fan Chain			

Bathroom		Price	
Caulk Countertops			
Caulk Sink			
Replace Commode Seat			
Caulk Commodes at Floor			
Replace Commode			
Install Bath Vanities			
Replace Towel Bars/Brackets 18"			
Replace Soap Dish			
Replace Toothbrush Tumbler			
Replace Toilet Paper Holder			
Replace Shower Rods/Ends			
Replace Shower Head			
Replace Medicine Cabinet			
Caulk Bathtubs/Surrounds			
Replace Tub Stopper			
Replace Bathtub Spout, Fixture, Drain			
Replace Door Stops			
Replace Door Hinges			
Replace Door Trim			
Replace or Repair Door Jam			
Repair Door			

Bathroom		Price	
Replace Pre-hung Door			
Replace Door Knob			
Replace Light Bulbs (all)			
Replace Light Globes			
Replace Light Fixtures			
Replace Receptacle Cover Plate			
Replace Switch Cover Plate			
Replace Shoe Molding Trim			
Replace Wood Baseboard Trim			
Replace Cove Base			
Replace Window Shades/Blinds (each)			
Replace Shade Brackets (pair)			
Replace Shelf			
Replace Closet Rod			
Lube Window			
Repair Window Lock			
Clean out p-trap and ensure & drains are working			
Replace Floor Heat Vents			

Bedroom		Price	
Replace Shelf			
Replace Ceiling Fan			
Replace Ceiling Fan Chain			
Replace Closet Rod			
Replace Door Stops			
Replace Door Hinges			
Replace Door Trim			
Replace or Repair Door Jam			
Repair Door			
Replace Door Knob			
Replace Light Bulbs (all)			
Replace Light Globes			
Replace Light Fixtures			
Replace Receptacle Cover Plate			
Replace Switch Cover Plate			

Bedroom		Price	
Replace Wood Baseboard Trim			
Replace Cove Base			
Replace Window Shades/Blinds (each)			
Replace Shade Brackets (pair)			
Lube Window			
Repair Window Lock			
Replace Floor Heat Vents			
Replace Shoe Molding Trim			

Exterior		Price	
Caulk Window Exterior (per window)			
Repair / Replace Window Screen (per screen)			
Replace Window Screen Fixture			
Replace/Repair Handrail Brackets			
Replace Handrail (LF)			
Replace Stair Treads			
Replace Stair Treads Wooden Tread			
Power washing			

Exterior		Price	
Repair Shed			
Repair Porch			
Repair Storage Room			
Repair Deck			

Entry Doors		Price	
Replace Storm Door Handle			
Replace Storm Door Closer			
Repair / Replace Storm Door			
Replace Door Weather Stripping			
Install Door Sweeps			
Repair / Replace Storm Door			

Entry Doors		Price	
Replace Door Slab			
Replace Pre-hung Door			
Repair / Replace Storm Door			

Interior Stairs (if applicable)		Price	
Replace/Repair Handrail Brackets			
Replace Handrail (LF)			
Replace Stair Treads			
Replace Stair Treads Wooden Tread			

Hallway		Price	
Replace outlet covers			
Replace vent covers			

Misc		Price	
Replace Furnace Filters			
Clean Out Dryer Vent			

# Instructions to Offerers Non-Construction

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

11111111

-03291 -

## 1. Preparation of Offers

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

(Describe bid or proposal preparation instructions here:)

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section 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. 1/01/2014)

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

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

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

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

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

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

### 2. Withholding of funds

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

### 3. Records

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

### 4. Apprentices and Trainees

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

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

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

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

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

(ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

## 6. Contract Work Hours and Safety Standards Act

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

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

#### **7. Subcontracts**

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

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

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

**BUSINESS  
SECTION 3 QUESTIONNAIRE**

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

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

**Are the majority (51% or more) of your business owners low-income persons or residents of public housing?**  Yes  No

\* Click on this link to determine income levels: <https://www.huduser.gov/portal/datasets/il.html>

**Are 30% or more of your full-time employees low-income persons?**  Yes  No

**Does your business have evidence of firm commitment to provide 25% of the total dollar amount of subcontractors to low income persons?**  Yes  No

**What methods do you use to recruit low-income workers?** \_\_\_\_\_

\_\_\_\_\_

If any of the questions above are marked “Yes”, the business self-certifies as a Section 3 business.

**STAFF NOTE:**

**PO:** \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

\_\_\_\_\_ does hereby state: \_\_\_\_\_ (name)

1. S/He is the \_\_\_\_\_ of (owner, partner, officer, or representative) \_\_\_\_\_ hereinafter referred to as Contractor.  
\_\_\_\_\_ (business name)
2. S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor); \_\_\_\_\_ for specific work required in connection with a \_\_\_\_\_ project titled \_\_\_\_\_ and located at: \_\_\_\_\_
3. Said Contractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT

1. The officer certifies, to the best of its knowledge and belief that:

1.1. The offeror and/or any of its Principals:

1.1.1. Are  are not  (check one) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds:

1.1.2. Have  have not  (check one) within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are  are not  (check one) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.

1.1.3. The Officer has  has not  (check one) within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

1.2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

1.2.1. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1.2.2. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

1.2.3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

1.2.4. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to NRHA, the Contracting Office may terminate the contracting resulting from this proposal for default.

Company Name \_\_\_\_\_

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_