

Housing Authority of the City of Winston-Salem

**Invitation for Bids for the Vacant Unit Painting,  
Cleaning and Repairs located at HAWS Properties in  
Winston-Salem, NC**

Solicitation No.: IFB 21-0819 HAWS

500 West Fourth Street, Suite 300  
Winston-Salem, NC 27101

Mr. Kevin Cheshire, ED  
Executive Director

August 19, 2021

**NOTICE OF INVITATION FOR BIDS**

**IFB No. 21-0819 HAWS**

**VACANT UNIT PAINTING, CLEANING AND REPAIRS**

**FOR PROPERTIES OWNED AND MANAGED BY HAWS**

HA CONTACT PERSON	<i>LaKeisha Crump, Procurement Officer</i>  Telephone (336) 917-6085  Fax (336) 917-6085  Email: <i>lcrump@haws.org</i>
HOW TO OBTAIN THE IFB DOCUMENTS ON THE HAWS WEBSITE	1. Access Website: <a href="http://www.haws.org">www.haws.org</a> . 2. Click on the Bids tab at the top menu and scroll down the page for opportunities. 3. Problems accessing system call 336-917-6085
PLEASE SEE THE FULL SOLICITATION SCHEDULE PRESENTED ON PAGE	
PRE-BID CONFERENCE	<b>Wednesday, September 1, 2021 at 10:00 AM</b>  (EST) 500 West Fourth Street, Suite 300 3 <sup>rd</sup>  Floor Conference Room  Winston-Salem, NC 27101
LAST DAY TO SUBMIT QUESTIONS	<b>Wednesday, September 8, 2021</b>
BID SUBMITTAL RETURN	LaKeisha Crump, Procurement Officer  500 West Fourth Street, Suite 300  Winston-Salem, NC 27101
BID SUBMITTAL DEADLINE	<b>Tuesday, September 21, 2021 at 2:00 PM (EST)</b>

[Section 3, minority- and/or women-owned businesses are encouraged to respond.]

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## IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

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## **SECTION 1 – Invitation for Bids (IFB)**

Housing Authority of the City of Winston-Salem (HAWS)

NOTICE TO CONTRACTORS

TO

Select a General Contractor by Bid for the:  
**Vacant Unit Painting, Cleaning and Repairs**  
**Solicitation #: IFB No. 21-0819 HAWS**

The Housing Authority of the City of Winston-Salem, NC is soliciting **sealed bids** from qualified contractors to provide all labor, materials and equipment, and perform work necessary to complete general over-all preparation of the Vacant Units owned and managed by the HA including painting, cleaning and repairs. **All work shall be completed according to the scope of work, contract plans and documents as prepared for the HA.**

Bids shall be delivered sealed and received until **Tuesday, September 21 at 2:00 PM (EST)**, at which time and place they will be publicly opened and read. The bid packets shall be addressed and delivered to:

**Housing Authority of the City of Winston-Salem**  
**Attn: LaKeisha Crump, Procurement Officer**  
**500 West Fourth St., Suite 300**  
**Winston-Salem, NC 27101**

All bid documents shall be placed in sealed envelopes and shall be labeled as follows; **Bid Documents, Bid No. HAWS IFB No. 21-0819 HAWS**, the bidders name and, the **Date and Time** for receipt of the bids (**Tuesday, September 21, 2021 at 2:00 PM (EST)**). Any bidder who wishes its bid to be considered is responsible for making certain that the bid is received in the Housing Authority's administrative office (at the above listed address) by the proper time. No oral, electronic, facsimile or telephone bids will be considered. Bids received after the scheduled bid opening will be returned unopened.

**1. THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Executive Director (ED).
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 1.7 Right to Reject any Bid.** 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.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Prohibit.** 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. Each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

## **SECTION II – Scope of Work**

The Housing Authority of the City of Winston-Salem (hereinafter, “HA”) is a public entity that was formed in 1941 to provide federally subsidized housing and housing assistance to low-income families, within the City of Winston-Salem. The HA is headed by an Executive Director (ED) and is governed by a nine-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HA’s procurement policy. Though brought into existence by a Resolution of the City of Winston-Salem, it is a separate entity from the City.

Currently, the HA owns and/or manages: (a) 9 multi-family apartment complexes totaling 1,163 units; (b) 3 market rate complexes, totaling 93 units; (c) 20 single-family homes throughout the city and Brookside View (under partial construction); manages 1(one) public housing property for Madison Housing Authority totaling 50 units; and (d) administers a total of 4,600 Section 8 Housing Choice Vouchers (for a total of 5,859). The HA currently has approximately 106 employees.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HA. All proposals 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.

### **Base Bid General Requirements**

#### **1. SCOPE OF WORK**

##### **1.1 Intent**

Housing Authority of the City of Winston-Salem (the “Authority”) intends to describe the scope of work, technical specifications and requirements for the request for pricing herein.

##### **1.2 Background**

The Authority requires Contractors for services for all property owned and managed at various locations throughout Winston-Salem. The Authority seeks to develop a pool of qualified Contractors to perform renovation, repair, replacement, and/or cleaning and painting services for apartment units, vacated by tenants. The Authority reserves the right and in their sole discretion to award work to one (1) or several Contractors meeting the requirements of this request of pricing.

##### **1.3 Form of Contract**

It is the Authority's intent to enter into an Indefinite Delivery/Indefinite Quantity (ID/IQ) Task Order Contract with qualified Contractors for provisions of some or all of these services. Due to the nature of the work and the critical importance of timely services, more than one Contractor may be selected. An agreement will be awarded to the lowest, responsible and responsive qualified bidder(s). The HA anticipates that it will initially award contracts for the period of 1 year and will continue with (4) annual option years, unless terminated at the HA's sole discretion. The Contractor will provide all labor, equipment, supplies, tools, materials, staff, transportation, vehicles and perform all services necessary to perform the renovation, repair, replacement, maintenance and/or painting and cleaning services for all requested vacant units at various locations owned and managed by the Authority.

**1.3.1** This is an indefinite quantity/indefinite delivery contract for the services specified and effective upon issuance of the Notice to Proceed. The total number of vacant units in any given year cannot be forecast or guaranteed.

**1.3.2** Guaranteed Contract Minimum Amount and Not-To-Exceed Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQ), which, pursuant to HUD regulation, requires the HA to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-To-Exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$250,000.

### Exceptions Pertaining to the GMCA:

The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of five (5) requests from the HA to be available for work during the contract period, and/or who fails to perform services satisfactorily by the HA's standards.

PLEASE NOTE: (This clause does not pertain to any firm that has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the HA has not made a task order award to any contractor(s) in the pool that would ensure that award(s) to the contractor reaches the \$1,000 GCMA, the HA shall retain the right to suspend the process and complete an award directly to any such contractor, thereby reaching the GCMA (once the

GCMA has been met, this exception is no longer available during the contract period).

**1.4 Minimum Requirements**

The Contract MUST meet or exceed the following, but not limited to, requirements:

1. The Contractor MUST respond to all requests for service calls to renovate, repair, replace and/or paint and clean all units and perform the following applicable but not limited to services: cleaning—removal of debris, cleaning appliances, floors, fixtures, etc; painting; and repairs as specified on the check list for each unit; the issuance of work task orders will be provided by Property Management for each unit.
2. All renovations MUST be performed and completed within ten (10) business days or less from the date the Contractor and the Authority Property Manager conduct a walk through and agree to all the work that will be performed; the requirement for all renovations and repairs for all units will be identified during the inspection performed by the Property Manager or the Maintenance Supervisor.
3. Any condition including change orders preventing the Contractor from performing the work agreed to or by the prescribed deadline MUST be reported immediately to the Property Management staff.
4. This inspection for each unit will be provided to the Contractor for guidance and completion of the requested work;
5. The Contractor MUST perform the highest quality of standards for workmanship. The quality of workmanship will be determined and evaluated in the sole and absolute discretion of the Authority
6. To be accepted by the Authority, the work performed and completed for all units MUST be extremely clean, sanitized and free of trash, dust and other cleaning imperfections. Any damage caused by the Contractor MUST be repaired and the cost of the repair will be borne and be the sole responsibility of the Contractor;
7. All Contractor employees, staff personnel and Subcontractors MUST conduct themselves in a professional manner at all times.
8. There will be NO drink bottles, wrappers, lunches, or other debris allowed to be left inside or outside of the units;
9. Parking MUST be limited to and permitted only in the streets, parking lots or designated parking spaces. Parking on the lawns will not be allowed without authorization from a Maintenance Supervisor.
10. All work and daily activity will be conducted in a safe manner;
11. The Contractor MUST plan a schedule of work to be approved by the Maintenance Supervisor and Property Manager for the property;
12. The Contractor MUST perform all work in accordance with all applicable Local, State and Federal Government property rehabilitation standards and any applicable manufacturer's specifications;

13. The Contractor MUST be liable for any damages caused to the unit, furnishings and personal property of the resident during the period of performance of the work; and liable for any damage to neighboring units and any overtime associated with the contracted repairs within the designated (10) days the units is assigned to the Contractor.
14. The Authority and in their sole and absolute discretion, reserves the right to terminate the agreement for poor performance, unsatisfactory work, the Contractor is unable to complete the work by the prescribed deadline, conduct by their employees, conduct of the Contractor and Subcontractor, unresponsive to requests for services, unresponsive to inquiries and other reasons not specifically mentioned in the section. If the Authority intends to terminate the agreement, the Authority will distribute a written notice to the Contractor of its intent to terminate with ten (10) calendar days.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1 Qualifications**

The Contractor MUST adhere, meet or exceed the following, but not limited to, qualifications.

1. Has at least three (3) years of experience in maintenance and/or general contracting and/or painting and cleaning. The Authority will verify experience and NC License Code requirements at time of contract award.
2. The Contractor and Subcontractor MUST obtain all required permits, licenses and associated costs for any work performed under this agreement;
3. The Contractor and Subcontractor MUST obtain and provide documentation of all required licenses to perform the work required under this agreement, i.e. certification in lead-based renovation, painting or repairing of property; and
4. The Authority may require an audited financial statement to be submitted to assist in determining the ability to perform the required services.

### **2.2 Contractor Selection and Other Procedures**

This is a Formal request for pricing on an as-needed basis only. The Authority reserves the right to cancel to terminate this arrangement at anytime, if it's in the best interest of the Authority. The Authority will evaluate all received requests for pricing responses and compile a list of the lowest, responsive and responsible Contractors. The Authority will select multiple Contractors. Contractors may bid on painting and cleaning work only, general and extra repairs only, or all work included in this IFB. If the highest ranked Contractor cannot complete the unit work within the allotted time frame or does not respond within twenty-four (24) hours, the Property Manager or Maintenance Supervisor will contact a Contractor

based on who is the next lowest bidder. Non-response to any request for service on at-least four (4) occasions will result in removal from the approved Contractors list.

**2.3 General Repair Requirements of Technical Specifications**

The Contractor's performance MUST meet or exceed the following, but not limited to, general requirements for vacant units including:

**Exterior**

1. Litter pick-up of exterior grounds of the unit in front, back and side where applicable, including vent wells; Replace clothesline wire as needed.

**Storm Doors**

2. Repair existing front and rear storm doors as needed to open, close and lock properly ensuring all hardware is present and operational.
3. Repair and/or replace screens as needed.

**Front Doors**

4. Repair all entry door hardware to allow door to open, close and lock properly; to include door savers and peep holes as needed; and provide and/or repair or add weather stripping as needed.

**Radiators**

5. All disconnected radiators and inoperative units shall be removed. All holes and damaged areas in hardwood shall be replaced in its entirety.
6. Tile Flooring-all disconnected radiators and inoperative units shall be removed; the subfloor and underlayment must be repaired and new floor tile installed matching existing tile.
7. Repair wall with compound, sand and finish as needed.

**Electrical**

8. Repair or replace RAB light fixture that will be provided by the Authority.
9. Replace and secure all broken, cracked, missing and unsecured outlets, receptacles, switch and covers/plates.
10. Remove and replace all painted outlets (Code Violation) and switches and install  $\frac{3}{4}$  oversized plates.
11. On two wire systems install a GCFI at the beginning of the circuit and install three prong Receptacles. (Note) see additional work cost sheet for this item.
12. Any replacement of light fixtures will be included under additional work cost.
13. Replace all light bulbs to included energy efficient compact fluorescent and flow tube and LED bulbs.
14. Install new alkaline or comparable batteries in all the smoke detectors and test to ensure it is operational.

**Windows**

15. Install curtain rods and brackets to all windows.



16. Provide and install new white mini blinds sized to fit all windows.
17. Clean and install new screens as necessary.

**Interior Doors**

18. Repair all interior doors to open and close properly by repairing any hardware necessary to assist in its operation i.e. knobs, hinges, and striker plates; plane or cutting doors, on metal door grinding when needed. (Hardware replacement will be in additional work section). Repair minor holes in interior doors as needed.

**Flooring**

19. Replace of wood or vinyl flooring. See Form 2.8 Extra General Repair.
20. A maximum of (30) VCT tiles is included in the contract. Additional pricing for over 30 pieces shall be provided on Form 2.8 Extra General Repair Pricing.

**Bathroom**

21. Replace all toilet accessories (towel racks, soap dishes, toothbrush holders, shower rods, toilet paper holders) replace toilet seat.
22. Replace up to 30 pieces of damaged or missing ceramic tile.
23. Secure loose sinks
24. Provide and install stoppers for lavatory sinks and bath tub. Replace water supply lines and p-traps that are damaged or leaking.
25. Remove existing toilet install new closet bolts and wax ring. Secure to the floor;
26. Replace flappers and install a fill valve by Fluid Master Kit as needed in water closet.
27. Unclog minor stop-ups with an electric hand auger super-v floor or a floor machine with up to ¼ inch cable up to 25 feet into the wall in all drains. (Do not use chemicals)
28. Major Plumbing is considered anything requiring a licensed plumber and the repairs will be contracted out by HAWS.
29. Do not caulk around toilets.
30. Replace any damaged, broken or leaking supply lines and traps.

**2.4 Painting**

The Contractor MUST meet or exceed the following, but not limited to, requirements for Painting of vacant units:

All work MUST be performed in accordance with all applicable Local, State, and Federal Government laws, rules, statutes or ordinances for property rehabilitation standards and/or manufacturer's specifications.

**Surface Preparation**

1. Before painting remove all hardware, accessories, and receptacle and switch plates, thermostats, light fixtures, and similar items or cover to provide ample protection of such items. Provide drop



cloths in all areas where painting is being done; protect all adjacent surfaces not being painted. Repair all holes up to 1 Square Foot. Sand and scrape surfaces and remove all dust compound or plaster before paint application, feather all tape joints, skim coat to a smoother finish. Repair all nail holes, cracks and imperfections filled with joint compound or plaster before paint application. Contractor is responsible for cleaning, sanding and scraping operations on the areas repaired; Feather all tape joints, skim coat to a smooth finish. If the Contractor applies a finish to any unsatisfactory surface, the contractor shall assume full responsibility for it and is obligated to correct it at no charge to the Authority. Remove all old caulking prior to installing new caulking all vertical and horizontal surfaces baseboards, door and window casings counter tops, bathtubs, lavs, pin rails, and shoe molding; and use a mildew resistant tub and tile caulking. Remove all old caulking prior to installing new caulking all vertical and horizontal surfaces baseboards, door and window casings counter tops, bathtubs, lavs, pin rails, and shoe molding; and use a mildew resistant tub and tile caulking. Use exterior paint, specifically for exterior surfaces only; apply Kiltz primer as required to prevent stains and bleeding through finish paint; and/or unfinished surfaces. Notify the Property Manager or Maintenance Supervisor if any surface requires more work than originally agreed to during the walk through.

**Materials**

2. Use all paint, primer and finishing materials of various types specified of the highest-grade products manufactured, NO Substitutions; and in accordance with manufacturer's latest published instructions or label directions by the manufacturer specifications.

**Painting Walls and Ceilings**

3. Prime and paint (2) two coats of the approved Birch White Latex Semi-Gloss paint, ProMar 200 Interior Latex Semi-Gloss, B31W2200 Series quality paint to all interior wall and ceiling surfaces throughout all units.
4. See Bid Form for all (4) possible painting options.

**Wood**

5. Paint all wood surfaces, windows, door casings, interior doors, door jambs, base boards, crown moldings, shelving and stair stringers with Birch White unless otherwise directed by the Maintenance Supervisor.
6. Prime and paint two coats as needed.

**Painting Prime/Entry Doors and Jambs**

7. Prime and Paint exterior doors and Jambs with two (2) coats of top quality High Gloss Laxtex Enamel paint; color to be designated by Maintenance Supervisor. Caulking at the exterior doorframes;

Prime and paint exterior access panel and vent wells including all Exterior Hand Rails in the Front and Rear of Unit, sand and finish surface wire wheel to remove surface paint and paint with primer and two coats of finish paint.

**Workmanship**

8. Cover all surfaces completely, smooth and surfaces MUST be free from runs, sags, clogs and ensure all surfaces are entirely free of brush marks, dust and other imperfections to the satisfaction of the Authority.

**2.5 General Cleaning**

The Contractor MUST perform all work in accordance with all applicable Local, State and Federal Government, laws, statutes, rules and ordinances of property rehabilitation standards and manufacturer's specifications and meeting or exceeding the following, but not limited to requirements:

**Flooring**

1. Clean all floors remove all trash and debris and scrape all corners and edges to remove dirt and wax build up; repair hardwood floors strip and mop all tile AND floors.
2. Wax all tile floors with at-least (3) three coats of Diamond Gloss High Grade Wax or approved equal by Maintenance Supervisor designed for use on VCT flooring.
3. Wax hardwood floors and steps with at least (3) coats of 25% percent solid high grade wax or equal; approved by Maintenance Supervisor designed for use on flooring.
4. Do not wax laminate flooring

**Light Fixtures cleaning**

5. Clean all globes, light fixtures, electrical outlets, covers, plates and breaker boxes; and provide and install new bulbs Not to exceed sixty (60) watts for fixtures and forty (40) watts in appliances, i.e. refrigerator, oven and range hood.

**Mechanical Closet**

6. Clean outer surface of water heater, furnace and any debris left in unit.

**Porch/Patio Areas**

7. Clean all walls, ceiling, columns, floor and exterior of porch and/or patio. Report any graffiti or hard to remove stains to Maintenance Supervisor.

**Bathroom**

8. Clean all toilet accessories, towel racks, soap dishes, toothbrush holders, shower rods, toilet paper holders, medicine cabinet, toilet, sink, tub, shower walls and ceramic tile and wall or floor. Remove all old caulking and re-caulk with mildew resistant tub and tile caulk. Clean all ceramic tile surfaces and grout lines to restore color.

**Exterior Prime and Storm Doors**

9. Clean all doors jambs and thresholds wire and use wire brush to remove all dirt and debris from cracks and crevices.

**Interior Doors**

10. Remove all paint from all door hardware and dirt from knobs and backsets.

**Workmanship**

11. provide workmanship of the highest standards and all Units MUST be extremely clean, sanitized and free of all trash, dust and other cleaning imperfections to the satisfaction of the Authority;
12. Do not saturate any flooring, as to damage tile, hardwood and/or laminate. Any floor damage caused by over-saturation of water, the Contractor MUST be entirely responsible and at no additional cost to the Authority;

All cleaning materials, equipment and labor MUST be supplied by the Contractor and be included in their pricing. The Contractor MUST use the highest quality products for all materials used in the cleaning of units.

**Final Cleaning**

The Contractor MUST meet the following, but not limited to, requirements:

1. The Contractor MUST provide final cleaning of the interior of the unit; wipe down all horizontal and vertical surfaces to remove dust etc; clean and polish all interior and exterior glass surfaces and sides; clean and polish all chrome; clean and sanitize all bathroom fixtures.
2. After completion of all work, remove and haul away all rubbish, debris and accumulated material containers resulting from the job at the end of each work day.
3. Do not use any Authority pull carts or dumpsters to discard materials and debris in Housing Authority dumpsters.
4. Clean all windows, frames and sills, interior and exterior, smoke and CO2 detectors, all louvers, air intakes, heat registers and a/c diffusers and all interior and exterior doors and thresholds.
5. Remove all appliances from kitchen for cleaning and place them back.

**Appliances and Kitchen Cabinets**

6. Clean all kitchen appliances, i.e. stove, refrigerator and range hood, inside and outside with attention to under the stove top, remove all burners drip pans, racks and clean thoroughly, plug in the refrigerator to determine if it is operable after cleaning.
7. Remove all debris from cabinets, drawers and floor; clean kitchen sinks cabinets, inside and outside and all shelving.

**Kitchen**

8. Clean refrigerator and replace bulb, Replace range hood filter and lens in stove. Clean stove, oven and drip pans.
9. Clean all surfaces stained, spotted and leave the unit in a clean and orderly acceptable condition; repair glass, metal, hardware, furnishings, and other surfaces, caused by the work performed or any other damages caused that was damaged as a result of work completed by the contractor.

**2.6 Completion and Punch List**

At the point of completion, the Contractor MUST submit a written request for a punch list from the Maintenance Supervisor or assigned designee.

The Contractor MUST submit a written request for the punch list within twenty-four (24) hours on or before the prescribed deadline to complete the work. Failure to request the punch list within twenty-four (24) hours of the deadline will start the clock for the Authority to assess liquidated damages. The Contractor will be assessed liquidated damages amount of twenty-five dollars and No/100 (\$25.00) per each business day any and all assigned Units are NOT completed by the prescribed deadline.

**2.7 Contractor Responsibilities**

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor).

Debris. Clean work areas daily, at the end of the workday, of all work-generated debris; DO NOT leave any debris outside of the unit.

**2.8 Possible Construction-Related Work**

Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work, most specifically for painting services (hence, the inclusion of a number of HUD forms are attached hereto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call work. Any such work determined to be

construction-related will not be major in nature, but typically will be for such things as the rehabilitation of a fire-damaged unit.

### **2.9 Method of and Procedure to Award (Task Order)**

The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Agency may draw from):

If a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum for the applicable services submitted in response to this IFB.

When the Agency has need of work in each service area, the Agency staff assigned will contact the 1<sup>st</sup>-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, “reasonable” shall be met at the site within 1 work day and begin work within 1 work day thereafter). If the 1<sup>st</sup>-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as IFB Attachment A, attached hereto, to record this information.

Once the Contractor responds to the original request, the Contractor MUST set-up an appointment with the Property Manager or Maintenance Supervisor, within twenty-four (24) hours from the date of the original request, to perform a walkthrough; Failure to schedule the walkthrough within twenty-four (24) hours with the Property Manager or Maintenance Supervisor or designated representative of HAWS will result in another Contractor being contacted and the loss of the potential job. Failure to schedule a walkthrough in a timely manner on at least four (4) occasions will result in removal from the approved Contractors list.

During the walkthrough, the Maintenance Supervisor or designated representative of HAWS MUST document all requirements and requested work. After the walkthrough, the Property Manager and/or Maintenance Supervisor must obtain the signature of the Contractor agreeing to all the work that will be performed for the unit and the date it will be completed. All Property Managers or Maintenance Supervisors MUST make a copy of this document for their records and to reconcile against the invoices received for this work. The Contractor MUST not perform any work not included on this list. If the Contractor encounters work needed, but not

included on the original walk-through document, the Contractor MUST contact the Property Manager or Maintenance Supervisor and submit an amended walkthrough document and obtain written approval from the Property Manager or Maintenance Supervisor prior to completing the new work. Failure to obtain written approval for any work not included in the original walkthrough document will result in the non-payment by the Authority for the unapproved work.

The Property Manager or Maintenance Supervisor may request work, not specifically mentioned in this request but required for the job. The Contractor MUST include and obtain written approval from the Property Manager or Maintenance Supervisor for this agreed upon work and the price of the work in the original walkthrough document. If work components are not identified in the price list then property management will request individual prices from the contractor. Failure to obtain written approval and include this work not specifically included in this document, in the original walkthrough document will result in the non-payment by the Authority form the unapproved work.

If the Contractor requires additional time to complete the work or is unable to meet the prescribed and agreed upon deadline, the Contractor MUST contact the Property Manager or Maintenance Supervisor. The Maintenance Supervisor will complete an amended document and provide the contractor with a new completion date deadline. Failure to obtain written approval for new completion date for legitimate reasons may result in the Authority assessing liquidated damages from the original date agreed to by the Property Manager or Maintenance Supervisor.

After the Contractor has completed all work, obtained a punch list, obtained final inspection by the Property Manager or Maintenance Supervisor, the Contractor MUST submit all invoices for payment within seven (7) business days after work has been approved for payment directly to the Finance Department. All Contractors will submit the original and amended walkthrough document with their invoices. Contractors are required to return the keys to the unit to the Property Manager or Maintenance Supervisor immediately upon unit approval. Failure to submit a walkthrough document, certified payroll documents (if required) and unit acceptance approval form with your invoice will result in rejection of the invoices.

Unit Costs All-inclusive. Please remember that, unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other

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items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

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

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

Weekends/Holidays. Please be aware that the Agency will not pay any additional fees to the Contractor when he/she chooses to do work on Agency property during a holiday or weekend days (Saturday or Sunday), as such was the choice of the Contractor.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Winston-Salem, and/or the State of North Carolina, or any applicable Federal Agency. Smoking is prohibited within the building and within the building property boundaries.

### **2.10 Extra work to be performed General Repair**

At times work NOT included in the general repairs may be needed and required by the Authority during the period of the arrangement. Submit pricing for all extra work items on the Bid Form. Amounts charged must not be above the amounts submitted for these work items.

### **2.11 Invoices**

The Contractor MUST mail all original copies of invoices and back-up documentations for payment to:

The Housing Authority of the City of Winston-Salem  
Attention: Accounts Payable  
500 West Fourth Street, Suite 300  
Winston-Salem, NC 27101



If the Contractor elects to furnish a discount to the Authority for payment in less than thirty (30) calendar days, you **MUST** include this information on the actual original invoice submitted; otherwise all invoices will be paid within thirty (30) calendar days from the date the Accounts Payable department receives an accurate and correct invoice, not from the date the invoice is mailed.

The payment method is net 30 days. The Contractor must accept payment by P-card (credit card), which can be completed upon approval of the job being completed. Freight charges must be provided along with all price Quotes.

## SECTION III – Instructions to Bidders

### 1. Contractor's License

All Bidders shall be licensed under the provisions of applicable law of the State of North Carolina to do the type of work contemplated in this project. The successful Bidder for repairs shall possess a valid Contractor's License issued by the Contractors' State License Board at the time the contract is awarded. The class of the license shall be applicable to the work specified in the contract. **NOTE- EPA RENOVATION, REPAIR AND PAINTING CERTIFICATION IS REQUIRED FINAL RULE (40 CFR 745).**

### 2. Prevailing Wages

HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the **HUD Maintenance Wage Rates Determination (MWRD.)** Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Exhibit D, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply. To be clear, unless the Agency declares a job to be construction-related, which will be atypical, the Contractor shall assume that all work assigned by the Agency will be maintenance-related; accordingly, the MWRD will typically apply to the work.

**Davis-Bacon Prevailing Wage Rates.** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, and the amount of construction work in this



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contract exceeds \$2,000.00 the Federal labor standards set forth in clause #46 of the Form HUD-5370 shall apply to the construction work to be performed under the contract.

### 3. **Bid Security Bond**

Each Bid shall be accompanied by a certified check, cashier's check, or Bid bond issued by a guaranty company authorized to carry on business in the State of North Carolina, in an amount equal to at least five percent (5%) of the sum of the total bid amount, including any options. Said bond is payable without condition to the Housing Authority of the City of Winston-Salem as a guaranty that the bidder, if awarded the contract, will promptly execute the contract in accordance with the Bid in the manner and form required by these contract documents. The Bid Security shall be forfeited to the Housing Authority of the City of Winston-Salem as liquidated damages in the case of failure or neglect of the bidder to furnish, execute and deliver to the Housing Authority of the City of Winston-Salem the required performance bond, payment bond and evidences of insurance, and to enter into, execute and deliver to the Housing Authority of the City of Winston-Salem the contract within ten (10) days after being notified in writing by the Housing Authority of the City of Winston-Salem that the award has been made. **NO BOND IS REQUIRED FOR THIS IFB.**

### 4. **Payment Bond**

The Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred (100%) of the total amount of the contract before commencement of the work and conforming to the contract documents. **NO BOND IS REQUIRED FOR THIS IFB.**

### 5. **Performance Bond**

The Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract before commencement of work and conforming to the contract documents. **NO BOND IS REQUIRED FOR THIS IFB.**

### 6. **Subcontractors and Suppliers**

The selected Contractor shall be responsible under the Contract for the acts and omissions of all subcontractors, suppliers, and persons employed by them, either directly or indirectly, as fully as the Contractor is for the acts and omissions of Contractor employees. Nothing in the Contract shall create any contractual relations between any subcontractor or supplier and HAWS, or any obligation on the part of HAWS to pay or cause to be paid any money to any subcontractor or supplier.

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The Successful Bidder shall be required to provide a list of the names of persons or entities proposed as subcontractors and material and equipment providers prior to or at the time of signing the Contract.

### 7. **Accessibility**

The Contractor shall fully inform himself/herself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He/She shall exercise due ad particular caution to determine that all parts of his/her work are made quickly and easily accessible.

### 8. **Contact with the Agency**

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement Officer only. Bidders must not make inquiry or communicate with any other Agency 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 Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

**Addenda.** All questions and requests for information must be addressed in writing to the Procurement Officer. The Procurement Officer will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the Procurement Officer will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency 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 Procurement Officer—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 Procurement Officer may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Procurement Officer may more fairly respond to all prospective bidders in writing by addendum.

### 9. **Proposer's Responsibilities-Equal Employment Opportunity and Supplier Diversity**

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

#### **Within 2 CFR §200.321 it states:**

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Within HUD Procurement Handbook 7460.8 REV 2 it states:**

**Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

**Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**Within our Agency Procurement Policy it states that our Agency will:**

**Assistance to Small and Other Business, Required Efforts:**

- (1) Including such firms, when qualified, on solicitation mailing lists;
- (2) Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

- (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- (6) Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for Section 3 workers and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 firms);
- (7) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above and
- (8) Section 3 efforts to ensure that employment, training, contracting and other economic opportunities generated by certain HUD financial assistance are directed to low and very low income persons, particularly those who receive government assistance for housing and for business to provide economic opportunities to low and very low income persons.
  - Outreach efforts to generate job applicants who are targeted Section 3 workers;
  - Direct on-the-job training (including apprenticeships);
  - Indirect training such as arranging for, contracting for or paying tuition for, off-site training technical assistance to help Section 3 workers; and
  - Outreach efforts to identify and secure bids from Section 3 business concerns.

**10. Submittal Instructions and Deadlines**

In order to be considered responsive to this IFB, the Contractor must do the following;

**Submit your bid in its entirety in a sealed package by 2:00 PM (EST) on Tuesday, September 21, 2021 to:**

**Housing Authority of the City of Winston-Salem  
Attn: LaKeisha Crump, Procurement Officer  
500 West Fourth St. Suite 300  
Winston-Salem, NC 27101**

**11. Submittal Contents**

1. The Bid shall clearly identify all tasks that are to be performed by the Contractor, and all cost components must be itemized on form **HUD-51000 Schedule of**

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**Amounts for Contract Payments**, and be coordinated with a full construction time-line schedule for completing the entire job. **N/A**

**NOTE:** The Housing Authority of the City of Winston-Salem may be required to obtain its Board of Commissioners approval for this contract prior to the start of the project; therefore if required, the commencement of the work will occur after approval of the contract and issuance of a **Notice to Proceed**.

2. Bidders must submit the **Profile of Firm Form** as part of the bid packet.
3. Bidders shall furnish all other information require by the solicitation (found in the **Documents to be Returned Section VI** of this packet). All bid documents shall be sealed in an envelope or package which shall be clearly marked with the words **“Bid Documents”**, the solicitation number, the bidders name, and the date and time for receipt of bids.
4. No oral, electronic, facsimile or telephonic bids will be considered.

### 12. **Pre-Bid Conference**

A Pre-Bid Conference of the proposed project is scheduled at 500 West Fourth Street, Suite 300 Third Floor Conference Room on **Tuesday, September 1, 2021 at 10:00 AM (EST)**.

Contractors are encouraged to confirm their attendance to the Pre-Bid Conference and walk through by contacting **LaKeisha Crump** at [lcrump@haws.org](mailto:lcrump@haws.org)

### 13. **Question and Answer Period**

All questions must be submitted no later than close of business on **Wednesday at 5:00 PM September 8, 2021 (EST)**.

All questions must be submitted in writing to LaKeisha Crump [lcrump@haws.org](mailto:lcrump@haws.org) All questions will be answered in writing and an addendum issued and posted to the HAWS website if applicable. No questions will be responded to after the question and answer period has expired. The HAWS website can be accessed at [www.haws.org](http://www.haws.org). **At the top of the home page click on the tab labeled (Bids). From the next page scroll down until you see the Bid Opportunities.**

### 14. **Amendments to the IFB**

If a change to the IFB solicitation (e.g. specification, plans, date or time for bid opening, etc.) becomes necessary after it has been issued, a written amendment will be issued to all

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prospective bidders. The amendment will indicate the solicitation number, project title, issue date of the original IFB, and formally detail each change.

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

### 15. **Late Submissions, Modifications, and Withdrawal of Bids**

1. Any bid received at the place designated in this solicitation after the exact time specified for receipt will not be considered.
2. The only acceptable evidence to establish the time of receipt at HAWS is the time/date stamp of HAWS on the proposal package submittal.
3. Bidders shall be permitted to withdraw their bids in writing prior to bid opening. The written notice may be forwarded to LaKeisha Crump at 500 West Fourth St, Suite 300 Winston-Salem, NC. The notice must be received at any time before **Tuesday, September 21, 2021 at 2:00 PM (EST).**
4. Bidders shall be permitted to modify their bids in writing prior to bid opening. The written notice may be forwarded to LaKeisha Crump at 500 West Fourth St, Suite 300 Winston-Salem, NC. The notice must be received at any time before **Tuesday, September 21, 2021 at 2:00 PM (EST).**

### 16. **Bid Opening**

All bids received by the date and time of receipt specified in this IFB will be opened publicly on **Tuesday, September 21, 2021 at 2:00 PM (EST)**, at the **Housing Authority of the City of Winston-Salem 500 West Fourth St, Suite 300 Winston-Salem, NC 27101.**

### 17. **Contract Award**

The apparent low bid will be evaluated according to the procedures outlined below.

#### **1. Determining Responsiveness and Contractor Responsibility**

##### **-Responsiveness**

To be considered responsive, a bid must conform to the material requirements of the IFB. If the bid does not conform to the solicitation, it may be rejected and the next lowest bid will be examined for responsiveness.

### **-Responsibility**

After determining responsiveness of the low bid, HAWS will determine if the bidder is responsible. A responsible bidder must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; as it relates to the construction of this type and scale of project.
3. Have the necessary production, construction and technical equipment and facilities, or the ability to obtain them;
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
5. Have a satisfactory performance record;
6. Have a satisfactory record of integrity and business ethics; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD imposed LDP.
8. Provides a bid which covers all aspects of the plans & spec's for this project

Before a bid is considered for award, HAWS may request that the bidder submit a statement or other documentation regarding any of the items in the paragraph above (Responsibility). Failure by the bidder to provide such additional information shall render the bidder non-responsible and ineligible for award.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

### **2. Award**

HAWS will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the HAWS considering only price and any price-related factors specified in the solicitation. Bid must adequately cover all aspects of the plans and specs.

If **no bid** is within the HAWS available funding, HAWS shall conduct an analysis to determine if there is a problem in either the specifications or the HAWS cost estimate. If both are determined adequate, HAWS may cancel the solicitation and re-solicit.

If **only one** responsive bid is received from a responsible bidder, award may not be made unless the price can be determined to be reasonable, based on a cost or price analysis and HUD approve the award.

If **equal** low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method.

HAWS may reject any and all bids, accept a bid other than the lowest bid, where the Housing Authority determines in its sole discretion that the lowest bid does not sufficiently cover all aspects of the plans and specs (e.g. the apparent low bid is unreasonably low), in accordance with HAWS written policy and procedures.

HAWS may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for the other work.

A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

### **18. Cancellation of Solicitation**

A. The IFB may be cancelled before bids/offers are due if:

1. The supplies, services or construction are no longer required;
2. The funds are no longer available;
3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
4. Other similar reasons

B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

1. The supplies or services (including construction) are no longer required;
2. Ambiguous or otherwise inadequate specification were part of the solicitation;
3. All factors of significance to HAWS were not considered;
4. Prices exceed available funds and it would not be appropriated to adjust quantities to come within available funds;
5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or



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6. For good cause of a similar nature when it is in the best interest of HAWS;

C. A notice of cancellation shall be sent to all bidders solicited and, if appropriated, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

### 19. **Protests**

It is HAWS policy to resolve all contractual issues informally and without litigation, and in accordance with Section 15.0 Appeals and Remedies of the HAWS Procurement Policy. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

- a. **Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of HAWS Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contractor receives notice of the contract award, or the protest will not be considered. All bid protests shall be submitted in writing to the HAWS Director of Procurement. The written protest submission shall include the following information; The name address and phone number(s) of the protestor, the solicitation number and the project title, a detailed statement of the basis for the protest, and supporting evidence or documents to substantiate any arguments, and the form of relief requested. The Contracting Officer will decide the protest and shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.
- b. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in HAWS. Contractor claims shall be governed by the changes clause in the form HUD-5370.

### **RECAP OF BID TIME-LINE**

**Pre-Bid Conference – Wednesday, September 1, 2021 at 10:00 AM**

**Last Day for Questions – Wednesday, September 8, 2021 at 5:00 PM**

**Q&A Addendum Release – Tuesday, September 14, 2021**

**Bids Due – Tuesday, September 21, 2021 at 2:00 PM**

## **Section IV – Terms and Conditions**

### **A. Agreement**

Submission of a signed bid will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Notice to Contractors / bid solicitation, including the terms and conditions specified in Form HUD-5370 and HAWS Agreement, both attached to this notice. Bidder's signed bid and HAWS written acceptance shall constitute acceptance to enter into contract.

### **B. Assignment of Rights or Obligations**

Except as noted hereunder, the Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this bid without first obtaining the specific written consent of the HAWS.

### **C. Authority of the HAWS**

Subject to the power and authority of the HAWS as provided by law in this contract, HAWS shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. HAWS shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

### **D. Changes in Work**

HAWS may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the plans and specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the HAWS may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reason of such changes by HAWS.

### **E. Cleanup**

During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave the entire project area in a neat, clean, and acceptable condition as approved by HAWS.

**F. Contractor Definition**

The term “Contractor” refers to the party entering into a contract with HAWS as a result of this solicitation.

**G. Cooperation Between Contractors**

HAWS reserves the right to contract for and perform other or additional work on or near the work covered by these plans and specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the HAWS from any and all damages or claims that may arise because of inconvenience, delays, or loss experience by him because of the presence and operation of other Contractors working within the limits of the same project.

**H. Coordination with Agencies**

The Contractor shall coordinate activities with the proper regulatory agencies and have representatives on site at the proper times.

**I. Damage**

The Contractor shall be held responsible for any breakage, loss of the HAWS equipment or supplies through negligence of the Contractor or Contractor employee(s) while working on HAWS premises. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to HAWS any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property to the satisfaction of HAWS will be a breach of this contract.

**J. Force Majeure**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify HAWS, in writing, within twenty-four (24) hours, after the delay.

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Such causes may include but are not limited to Acts of God, war, or act of public enemy, fires, floods, epidemics, strikes, and unusually severe weather.

### **K. Hold Harmless**

The Successful Bidder agrees to indemnify, defend, and hold harmless the HAWS, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from person injury (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

### **L. Laws – Adherence to All Local, State, and Federal Laws and Requirements**

The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including but not limited to those promulgated by NC-OSHA, FED-OSHA, EPA, the NC State Department of Health Services, and the Forsyth County Environmental Health Department.

### **M. Laws Governing Contract**

This contract shall be in accordance with the laws of the State of North Carolina. The parties stipulate that this contract was entered into in the County of Forsyth, in the state of North Carolina. The parties further stipulate that the County of Forsyth, North Carolina, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

### **N. Pre-Construction Meeting**

The Contractor shall not commence work until a meeting between representatives of the Contractor and HAWS is held. The meeting will be held at HAWS, at a time and date late to be established.

### **O. Rejection of Work**

Contractor agrees that HAWS has the right to make all final determinations as to whether the work has been satisfactorily completed.

**P. Rights Reserved**

**Rejection of Work.** Contractor agrees that HAWS has the right to make all final determinations as to whether the work has been satisfactorily completed.

**Completion of Work.** If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, HAWS reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under this bid.

**Q. Warranty of the Bidder**

Successful Bidder shall fully warrant all materials equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by HAWS. Time is of the essence of this contract. Successful Bidder shall repair or replace any inoperable materials or equipment in a timely manner during warranty period. Written warranties per the Project Manual are required.

**R. Unknown Obstructions**

Should any unknown obstruction be encountered during the course of this contract, the Contractor shall immediately bring this obstruction to the attention of HAWS. The Contractor shall be responsible for the protection of all existing assets, or utilities encountered within the work area.

## **SECTION V – Additional Terms and Conditions**

In addition to the terms and conditions enumerated in Section IV of this IFB, the terms and conditions listed in form HUD-5370-CI and CII are incorporated herein as part of this solicitation. This entire IFB No. 21-0819 HAWS, and all plans and specifications issued thereto, and all its requirements are hereby incorporated by reference into any subsequent contract executed for the performance of all associated work.

**Insurance**

HAWS must be listed as an additional insured for all general comprehensive liability insurance.

Before commencing work, the Contractor and each subcontractor shall furnish HAWS with Certificates of Insurance. The following are the minimum levels of coverage.

- Worker's Compensation Coverage: \$1,000,000.00

## IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

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- Commercial General Liability Insurance: \$1,000,000.00 (General Contractor)  
Subcontractors – Equal to the value of their contract
- Automobile Liability Insurance: \$1,000,000.00 (General Contractor)  
Subcontractors – (\$500,000.00)

Contract Completion:

**The awardee of this contract will have (10), ten calendar days to complete each renovation job.**

Liquidated Damages:

Liquidated Damages will be assessed against the awardee of this contract at a rate of **(\$25.00) Twenty-Five Dollars** per day for each day exceeding the allotted time-line for project completion.

## **SECTION VI – Bid Documents to be Returned**

**Attachment A:** Bid Form

**Attachment B:** Profile of Firm Form

**Attachment C:** Contractor's Certification

**Attachment D:** Non-Collusive Affidavit

**Attachment E:** Section 3 Contractor Certification Statement, (if applicable, or complete Exhibit H Section 3 Submittal Form)

## **SECTION VII – Exhibits for Reference**

**Exhibit A:** Form HUD-5369-B Instructions to Offerors Non-Construction

**Exhibit B:** Form HUD-5370-CI General Conditions for Non-Construction Contracts

**Exhibit C:** Form HUD-5370-CII General Conditions for Non-Construction Contracts

**Exhibit D:** Form HUD-52158 Maintenance Wage Rate Determination

**Exhibit E:** Payroll Instructions

**Exhibit F:** Payroll Form

**Exhibit G:** EPA's Renovation, Repair and Painting Final Rule (40 CFR)/Sample Cert.

## IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

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**Exhibit H:** HAWS Pre-Approved Materials List

**Exhibit I:** Section 3 Explanation and Submittal Form

**Exhibit J:** HAWS Property Profile

**Exhibit K:** HAWS Sample Contract

**ATTACHMENT  
A**

**Bid Form**



# IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

## Bid Form

Bid Number: IFB 21-0819 HAWS

To: Housing Authority of the City of Winston-Salem (HAWS)

Pursuant to and in compliance with your invitation for bids, the undersigned, being familiar with the Contract Documents and Specifications issued August 19, 2021 and addenda, if any thereto, hereby proposes to perform the work an/or deliver the material, all in conformity with said invitation for bids and with said Contract documents and specifications, according to the prices provided in the Bid Form and the Extra General Repair Pricing bid form. **PLEASE SEE THE ATTACHED PAINTING AND CLEANING BID FORM AND REPAIR PRICING BID FORM**

The above bid includes all labor, materials and equipment required by the Contract Documents, Plans and Specifications.

In submitting this bid, it understood that the right is reserved by the Housing Authority of the City of Winston-Salem to reject any and all bids, to accept that bid which best corresponds to the requirements in quality, fitness, and capacity, and to waive any informality in any bid received.

Attached hereto are the following (place an X on the blank line next to each required document accompanying this bid);

- A. ☐ Bid Form
- B. ☐ Profile of Firm Form
- C. ☐ Contractor's Certification
- D. ☐ Non-Collusive Affidavit
- E. ☐ Section 3 Certification Statement, if applicable
- F. ☐ Section 3 Submittal Form, if applicable

State Contractor's license classification is as follows; Classification \_\_\_\_\_, and State

Contractor's License Number, \_\_\_\_\_.

The undersigned has checked carefully all of the above figures and understands that (HAWS) will not be responsible for any errors or omissions on the part of the undersigned making up this bid.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
OFFICIAL ADDRESS

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE AND FAX NUMBERS

Email \_\_\_\_\_

I certify that to the best of my knowledge, the information above is correct and accurate.

\_\_\_\_\_  
Bid Submission Representative Name

\_\_\_\_\_  
Date

**ATTACHMENT A  
BID FORM**

**NOTE: YOU MAY BID ON PAINTING AND CLEANING ONLY, OR REPAIRS (GENERAL AND EXTRA) ONLY, OR ALL SERVICES.**

Property/Bedroom Size	General Repairs	Cleaning	Painting Options				% Discount if Provide All Services	*Total cost depends on paint option from C1-C4, if all 3 Services are requested together. Use A + C2 = Total
			C1-Painting Entire Unit Birch White Only	C2-Painting Entire Unit Birch SG; With White Semi Gloss Ceilings	C3-Painting Walls Birch SG; Trim & Int.Door White High Gloss; Ceilings White Semi Gloss	C4-Painting Entire Unit Birch SG; Kitchen and Bath Only , Ceilings SG White, Trim & Doors White HG		
Cleveland Avenue Homes								
One-Bedroom								
Two-Bedroom								
Three-Bedroom								
Four-Bedroom								
Piedmont Park Apartments								
One-Bedroom								
Two-Bedroom								
Three-Bedroom								
Four-Bedroom								
Drayton Pines								
Two-Bedroom								
Three-Bedroom								
The Plaza								
Studio Units								
One-Bedroom								
Two-Bedroom								
Townview								
Two-Bedroom								
Three-Bedroom								
Stoney Glen								
Two-Bedroom								
Healy Towers								
Studio Units								
One-Bedroom								
Crystal Towers								
One-Bedroom								
Sunrise Towers								
One-Bedroom								
Oaks at 10th								
One-Bedroom								
Camden Station								
One-Bedroom								
Two-Bedroom								
Three-Bedroom								
General Interior Painting Per Hour Rate								
General Exterior Painting Per Hour Rate								

ADDITIONAL REPAIR ITEMS		
Item Number	Description	Unit Cost
<b>Blank Door Replacement and Sizing</b>		
27	1 Foot, 6 inches x 6 Feet, 8 Inches	
28	2 Feet x 6 Feet, 8 Inches	
29	1 Feet x 4 Inches x 6 Feet, 8 Inches	
30	2 Feet, 6 Inches x 6 Feet, 8 Inches	
31	2 Feet, 8 Inches x 6 Feet, 8 Inches	
32	3 Feet , x 6 Feet, 8 Inches	
33	Replacement of Interior 6-Panel Solid Wood Door 36" or less	
<b>Pre-Hung Door Replacement</b>		
34	1 Foot, 6 Inches x 6 Feet, 8 Inches	
35	2 Feet x 6 Feet, 8 Inches	
36	2 Feet, 4 Inches x 6 Feet, 8 Inches	
37	2 Feet, 6 Inches x 6 Feet, 8 Inches	
38	2 Feet, 8 Inches x 6 Feet, 8 Inches	
39	3 Feet, x 6 Feet, 8 Inches	
40	Interior Door Lock Replacement	
41	Passage Door Lock	
42	Hinges Door Lock	
43	Stair Treads Replacement 12 inches x 36 inches	
44	Hand Rail Replacement (must be Oak)	
45	Floor Tile Replacement VCT over 30 Pieces	
46	Ceramic Tile Replacement over 30 Pieces	
47	Sub-Floor Repair	
48	Sub-Floor Replacement	
49	Kitchen Faucet Replacement	
50	Bathroom Lavatory Faucet Replacement	
51	Bathtub Diverter Spout Replacement	
52	Bathtub Shower Head Replacement	
53	Toilet Tank Replacement	
54	Toilet Bowl Replacement	
55	Single Kitchen Bowl Replacement	
56	Double Kitchen Bowl Replacement	
57	Repair Walls, with Holes larger than 16-20 Inch Square	
58	Repair or replace window parts (i.e.. Window balances, take-out clips, vent latches balance guides, and window locks) to make window open and close properly.	
59	Provide window screens for all windows (Average Size 3'x4')	
60	Storm Door Screens 3-0x6-8 Doors	
61	Storm Door Windows	
62	Repair of Major Ceiling Cracks and Holes in Walls	
63	Removal of Furniture and Debris	
64	HUD Severe Use Kitchen Cabinet Replacement Wall and Base Evans Cabinet, Lancaster Model HUD Severe Use Vanity Cabinet with Cultured Marble Top; Evans Cabinet	
65	Lancaster Model Kitchen Cabinet Countertop	
66	Replacement with Bull Nose Post Formed Formica	
67	Replace Stainless Steel Range Hoods with Filters	
68	Replace Ven Fan Motor within Range hood	
69	Install New Bathtub Surrounds	
70	Replace Harwood Flooring 2-1/4 Inches Tongue and Grove	
71	Replace thermostat, 24 Volt for Heating an Cooling Furnaces (Haws will Supply Thermostat)	
72	Replace Thermostat, 240 Volt for Electric Baseboard Heat Units (HAWS will supply Thermostat)	

73	Install Hard Pipe Drip Leg on Water Heater 6 Inches from the Floor per North Carolina Plumbing Code	
74	Metal Hand Rail Replacement with Hardware	
75	Cove Base Replacement	
76	Repair Textured Ceilings	
	<b>*Floors &amp; Stairs Sanding and Floors &amp; Stairs Refinishing</b>	
	(Price per community and per bedroom size required)	
	<b>Cleveland Avenue Homes</b>	
77	One-Bedroom (Quote with stairs flat unit)	
78	Two-Bedroom	
79	Three-Bedroom	
80	Four-Bedroom	
	<b>Piedmont Park</b>	
81	One-Bedroom (Quote with stairs flat unit)	
82	Two-Bedroom	
83	Three-Bedroom	
84	Four-Bedroom	
	*Floor refinishing must be in accordance with General Standards of Drum Sand Floor with 60 grit paper to remove all imperfections; then 80 grit paper final sanding with 120 grip paper clean entire floor with mineral spirits; then let dry and install sanding sealer; lightly sand and clean; apply two (2) coats of High Gloss polyurethane sanding between coats.	
85	Roofing Jobs Labor \$ per hour	

**ATTACHMENT  
B**

**Profile of Firm  
Form**

## IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

### PROFILE OF FIRM FORM (Attachment B)

(1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) 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).

(5) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; (Do not duplicate any resumes required above):

NAME	TITLE

(7) 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      ☐ Public-Held      ☐ Government      ☐ Non-Profit  
American (Male)      Corporation      Agency      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: \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Company \_\_\_\_\_

**IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs**

**PROFILE OF FIRM FORM  
(Attachment B)**

(This Form must be fully completed.)

(8) Federal Tax ID

No.: \_\_\_\_\_

(9) [APPROPRIATE JURISDICTION] Business License

No.: \_\_\_\_\_

(10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

(11) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(14) 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 \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

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

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer 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 proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Company**

**ATTACHMENT  
C**

**Contractor's Certification**



## IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

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### CONTRACTOR'S CERTIFICATION

The undersigned further certifies that the Bidder who submitted the Bid to which this certification is attached, is appropriately licensed by, and in good standing with, the North Carolina Contractors' State License Board, and is not listed on the federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

SIGNATURE OF:

Bidder if Bidder is an individual:

---

(Name of Bidder)

Partner if Bidder is a partnership:

---

(Name of Partner)

Officer if Bidder is a corporation:

---

(Name of Officer)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC, STATE OF** \_\_\_\_\_

**MY COMMISSION EXPIRES** \_\_\_\_\_

END OF CONTRACTOR'S CERTIFICATION

**ATTACHMENT  
D**

**Non-Collusive  
Affidavit**

IFB 21-0819 HAWS Vacant Unit Painting, Cleaning and Repairs

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**NON-COLLUSIVE AFFIDAVIT**

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

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

That he or she is \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Firm Name)

The party making the foregoing bid; that such bids are genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against the Sponsor or any person interested in the proposed Contract; and that all statements in said bid are true.

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Sponsor is in any manner interested, directly or indirectly in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

SIGNATURE OF:

Bidder if Bidder is an individual:

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

Partner if Bidder is a Partnership

\_\_\_\_\_  
(Name of Partner)

Officer if Bidder is a corporation:

\_\_\_\_\_  
(Name of Officer)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. NOTARY

PUBLIC, STATE OF NC. \_\_\_\_\_ My Commission Expires\_\_\_\_\_.

**END OF AFFIDAVIT**

**ATTACHMENT  
E**

**Section 3 Certification Statement**

## Section 3 Contractor Certification Statement (If Applicable)

**The undersigned Bidder hereby declares that:**

1. He/She is not submitting a Section 3 Business Preference Submittal Form.
2. He/She is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from HAWS as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of HAWS) whenever the successful bidder has need to hire additional employees during the term of the ensuing contract.

The undersigned individual representing (\_\_\_\_\_) \_\_\_\_\_  
Name of Company,  
does hereby attest a commitment to the above listed certification statement.

---

Name & Title of Individual signing – Please sign and print your name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. NOTARY

PUBLIC, STATE OF NC. \_\_\_\_\_ My Commission Expires \_\_\_\_\_.

**Exhibit A**

**Form HUD-5369-B  
Instructions to Offerors Non-Construction**

# 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 and 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:]



**Exhibit B**

**Form HUD-5370-C**

**General Contract Conditions for Non-Construction Contracts  
Section I**

# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

## **18. Dissemination or Disclosure of Information**

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

## **19. Contractor's Status**

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

## **20. Other Contractors**

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

## **21. Liens**

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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) 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
- (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



**Exhibit C**

**Form HUD-5370-C**

**General Contract Conditions for Non-Construction Contracts  
Section II**

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – 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

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

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

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

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

**Exhibit D**

**HUD-52158 Maintenance Wage Rate Determination**

<b>Maintenance Wage Rate Determination</b>		<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>		<b>HUD FORM 52158 (04/2005)</b>	
Agency Name:  <b>Winston-Salem Housing Authority Forsyth County</b>		LR 2000 Agency ID No: <b>NC099A</b>		Wage Decision Type: <input checked="" type="checkbox"/> <b>Routine Maintenance</b> <input type="checkbox"/> <b>Nonroutine Maintenance</b>	
		Effective Date: <b>October 1, 2018</b>		Expiration Date: <b>September 30, 2021</b>	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p><b>Jennifer A. Dupont, LRS</b> <span style="float: right;"><b>04/21/2021</b></span></p> <p>_____ HUD Labor Relations (Name, Title, Signature) <span style="float: right;">_____ Date</span></p>					
<b>WORK CLASSIFICATION(S)</b>		<b>HOURLY WAGE RATES</b>			
		<b>BASIC WAGE</b>		<b>FRINGE BENEFIT(S) (if any)</b>	

Maintenance Mechanic	\$12.36	Rates based on NC Occupational Employment and Wages, Forsyth County, 2017.
Maintenance Mechanic Assistant	\$10.02	
Maintenance Laborer	\$8.21	
Janitor/Groundskeeper	\$7.25	
Unit Turnaround (Excluding Painting)	\$8.32	
Tree Trimmer	\$9.97	
Brickmason and Blockmason	\$17.26	
Carpenter	\$12.43	
Carpet Installer	\$11.14	
Floor Layers, Except Carpet, Wood, and Hard Tiles	\$10.16	
Tile and Marble Setters	\$12.79	
Cement Mason and Concrete Finisher	\$11.60	
Drywall and Ceiling Tile Installer	\$10.18	
Electrician	\$16.39	
Glazier	\$11.68	
Painter	\$12.76	
Plumber and Pipefitter	\$15.75	
Roofer	\$12.01	
Sheet Metal Worker	\$10.07	
Security and Fire Alarm Systems Installer	\$18.32	
Heating, AC and Refrigeration Mechanic	\$15.75	

		<div><input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.</div> <div>(HUD Labor Relations: If applicable, check box and initial below.)</div> <div>_____ LR Staff Initial</div>
		<div>FOR HUD USE ONLY</div> <div>LR2000:</div> <div>Log in:   IMW</div> <div>Log out:   OMW</div>



**Exhibit E**

**Payroll Instructions**

## **Instructions For Completing the Payroll Form**

**General:** The Payroll Form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided maintenance-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of regulations, as to payrolls submitted in connection with contracts subject to Section 12(a) of the U.S. Housing Act of 1937 and Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996.

While completion of the Payroll Form is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted maintenance contracts to respond. Section 12(a) of the U.S. Housing Act of 1937 and Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996 require contractors and subcontractors performing work on Federally financed or assisted maintenance contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." The U.S. Department of Housing and Urban Development requires contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the maintenance work, accompanied by a signed statement of compliance indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper maintenance wage rate for the work performed. Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages.

Under Section 12(a) of the U.S. Housing Act of 1937 and Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, the contractor is required to pay not less than the wage rate(s), as predetermined by the U.S. Department of Housing and Urban Development.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay:** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked. When overtime is worked, show the overtime hourly rate paid in the "overtime" box for each worker; otherwise, you may skip this box. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted maintenance work during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to penalties. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll."

**Exhibit F**

**Payroll Form**

# PAYROLL

NAME OF CONTRACTOR OR SUBCONTRACTOR										ADDRESS														
PAYROLL NO.				FOR WEEK ENDING						PROJECT AND LOCATION						PROJECT OR CONTRACT NO.								
(1)  NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2)  NO. OF WITHHOLDING EXEMPTIONS	(3)  WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE								(5)  TOTAL HOURS	(6)  RATE OF PAY	(7)  GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9)  NET WAGES PAID FOR WEEK			
				HOURS WORKED EACH DAY											FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS				
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Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor); that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work) day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full  
(Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions.

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

ø¼÷ WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable basic hourly wage rate as listed in the contract, except as noted in the section below.

ø½÷ EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.

**Exhibit G**

**EPA's Renovation, Repair and Painting  
Final Rule (40 CFR/Sample Cert.)**





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Environmental Protection  
Agency

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**Lead**

[CONTACT US <https://epa.gov/lead/forms/contact-us-about-lead>](https://epa.gov/lead/forms/contact-us-about-lead)

# Lead Renovation, Repair and Painting Program Rules

## Highlights

February 10, 2016 -- EPA finalized revisions to the Lead-based Paint program to reduce burden and costs to industry and clarify language for training providers. A key component of the final rule allows on-line training for every other recertification. Renovators who take the online training will be certified for three years; renovators who take the hands-on training will be certified for five years.

[Read more <https://www.regulations.gov/document/epa-hq-oppt-2014-0304-0162>](https://www.regulations.gov/document/epa-hq-oppt-2014-0304-0162).

EPA's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be EPA-certified. These requirements became fully effective April 22, 2010.

Read EPA's regulations on residential property renovation at 40 CFR 745, Subpart E.



## **EPA Certified Renovation Firms and Certified Renovators Additional Requirements of HUD's Lead Safe Housing Rule**

The U.S. Department of Housing and Urban Development's Lead Safe Housing Rule (HUD's LSHR, which is found in HUD's regulations at 24 CFR Part 35, Subparts B through M), generally applies to work performed in target housing units receiving HUD housing assistance, such as rehabilitation or acquisition assistance.

Under the LSHR, the program participant (governmental jurisdiction, non-profit, community organization or the property owner who accepts HUD funds) becomes responsible for compliance with the LSHR and is referred to as the designated party (or DP). Renovation firms may include, for example, for-profit contractors, non-profit organizations, or a designated party using its own employees for renovation. In the spirit of maintaining good customer relations, certified renovation firms should ask their client if:

- 1) The work involves lead hazard control (including abatement, interim control of lead hazards or ongoing lead-based paint maintenance); and
- 2) The housing receives financial assistance. If so, the renovator should ask the client to find out if the assistance is federal assistance.

Most clients would appreciate these questions so they may avoid violating HUD or EPA rules. See [www.hud.gov/offices/lead/enforcement/lshr.cfm](http://www.hud.gov/offices/lead/enforcement/lshr.cfm) for more information.

The information below and in the table explain the basic requirements of HUD's regulation for renovators who have not yet had experience with HUD-funded work. The term "rehabilitation" is used by HUD to describe residential renovation work. When HUD funds pay for this work, funding often flows from HUD through cities, states or other program participants, and addressing lead-based painted surfaces becomes a routine part of the job. HUD's specific requirements depend on the amount of Federal rehabilitation assistance the project is receiving:

- 1) Up to \$5,000 per unit: "Do no harm" approach. Lead safety requirements cover only the surfaces being disturbed. Program participants can either test these surfaces to determine if they contain lead-based paint or presume they contain lead-based paint. Work which disturbs painted surfaces known or presumed to contain lead-based paint is done using lead safe work practices, and clearance of the worksite is performed at the end of the job (unless it is a very small "de minimis" scale project) to ensure that no lead dust hazards remain in the work area. Training that meets the EPA's RRP Rule requirements is sufficient for this work.
- 2) Greater than \$5,000 and up to \$25,000 per unit: Identify and control lead hazards. Identify all lead hazards at the affected units and common areas servicing those units by performing a lead-based paint risk assessment. Control the hazards using interim controls. Participants may skip the risk assessment and presume that all potential lead hazards are present, and then must use standard treatments to address them. In addition to training that meets the EPA's RRP Rule requirements, HUD-approved interim control training (such as the HUD-EPA RRP curriculum) is required for renovators and workers.
- 3) Greater than \$25,000 per unit: Identify and abate lead hazards. Identify all lead hazards at the property by performing a risk assessment and then abate all the hazards. Participants may skip the risk assessment and presume that all potential lead hazards are present and abate them. This approach requires certified abatement contractors perform the abatement part of the job.

## EPA Certified Renovation Firms and Certified Renovators Additional Requirements of HUD's Lead Safe Housing Rule

These approaches also include all the basic HUD requirements describe in the slide presentations in Module 2. They clearly demonstrate the importance of the renovator of asking the client whether federal housing assistance is provided for the project.

The differences between HUD's LSHR and the Environmental Protection Agency's (EPA's) Renovation, Repair and Painting (RRP) regulation, part of EPA's regulations at 40 CFR Part 745, and the changes for HUD LSHR projects, are summarized in the following table and explained in the narrative after the table:

### Differences between HUD LSHR and EPA RRP regulations

Stage of Job	Requirement	HUD LSHR	EPA RRP	Changes to LSHR Projects to Comply with RRP.
Planning and Set-Up	Determination that lead-based paint (LBP) is present.	EPA-recognized test kits cannot be used to say paint is not LBP. Only a certified LBP inspector or risk assessor may determine whether LBP is present.	Certified renovators use an EPA-recognized test kit to determine if RRP rule applies or not.	None.
	Training	HUD does not certify renovators or firms. All workers and supervisors must complete a HUD-approved curriculum in lead safe work practices, except that non-certified renovation workers need only on-the-job training if they are supervised by a certified LBP abatement supervisor who is also a certified renovator.	EPA or EPA-authorized States certify renovation firms and accredit training providers that certify renovators. Only the certified renovator is required to have classroom training. Workers must receive on-the-job training from the certified renovator.	Renovation firms must be certified. At least one certified renovator must be at the job or available when work is being done. (The certified renovator may be a certified LBP abatement supervisor who has completed the 4-hour RRP refresher course.)



## EPA Certified Renovation Firms and Certified Renovators Additional Requirements of HUD's Lead Safe Housing Rule

Stage of Job	Requirement	HUD LSHR	EPA RRP	Changes to LSHR Projects to Comply with RRP.
	Pre-Renovation Education	HUD requires conformance with EPA regulations, including EPA's Pre-Renovation Education Rule. EPA had required renovators to hand out the EPA / HUD / CPSC <i>Protect Your Family from Lead in Your Home</i> (Lead Disclosure Rule) pamphlet.	Renovators must hand out the EPA / HUD <i>Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools</i> pamphlet. (This requirement went into effect on December 22, 2008.)	None.
During the Job	Treating LBP hazards	Depending on type and amount of HUD assistance, HUD requires that lead hazards be treated using "interim controls" or "ongoing lead-based paint maintenance."	EPA generally requires that renovations in target housing be performed using lead-safe work practices.	None.
	Prohibited Work Practices	HUD prohibits 6 work practices. These include EPA's 3 prohibited work practices plus: heat guns that char paint, dry scraping or sanding farther than 1 ft. of electrical outlets, and use of a volatile stripper in poorly ventilated space.	EPA prohibits 3 work practices (open flame burning or torching, heat guns above 1100 degrees F, machine removal without HEPA vacuum attachment).	None.

## EPA Certified Renovation Firms and Certified Renovators Additional Requirements of HUD's Lead Safe Housing Rule

Stage of Job	Requirement	HUD LSHR	EPA RRP	Changes to LSHR Projects to Comply with RRP.
	Threshold minimum amounts of interior paint disturbance which trigger lead activities.	HUD has a lower interior " <i>de minimis</i> " threshold (2 sq. ft. per room, or 10% of a small component type) than EPA for lead-safe work practices. HUD also uses this lower threshold for clearance and occupant notification.	EPA's interior threshold (6 sq. ft. per room) for minor repair and maintenance activities is higher than HUD's <i>de minimis</i> threshold.	None.
End of Job	Confirmatory Testing	HUD requires a clearance examination done by an independent party instead of the certified renovator's cleaning verification procedure.	EPA allows cleaning verification by the renovator or clearance examination. The cleaning verification does not involve sampling and laboratory analysis of the dust.	None.
	Notification to Occupants	HUD requires the designated party to distribute notices to occupants within 15 days after lead hazard evaluation and control activities in their unit (and common areas, if applicable).	EPA has no requirement to notify residents who are not the owners after the renovation.	None.

## **EPA Certified Renovation Firms and Certified Renovators Additional Requirements of HUD's Lead Safe Housing Rule**

### **A. Responsibilities Shifted from the Renovator to the Designated Party under HUD's LSHR:**

1. Under the LSHR, the designated party is generally responsible to either have the paint tested by a certified lead inspector or risk assessor or presume the presence of lead-based paint. Therefore, when HUD's rule applies, the Certified Renovator may not use a paint test kit to determine that the paint is not lead-based paint. Note: Some states may have conflict-of-interest regulations prohibiting renovators from testing paint on which they will be working.
2. When the HUD LSHR applies, the designated party must have a qualified person, independent of the renovation firm, conduct a lead clearance examination. The Certified Renovator does not conduct a cleaning verification. See below for more information on clearance testing.

### **B. Additional HUD Requirements for the Renovator:**

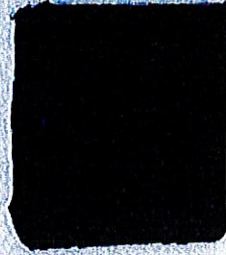
1. **Training requirements for workers and supervisors performing interim controls.**  
To meet the requirements of both rules:
  - a. If the supervisor (in HUD terms) or Certified Renovator (in EPA terms) is certified as a lead-based paint abatement supervisor or has successfully completed an accredited abatement supervision or abatement worker course, that person must complete a 4-hour RRP refresher course.
  - b. For workers who are not themselves supervisors / Certified Renovators:
    - If their supervisor on this project is a certified lead-based paint abatement supervisor who has completed a 4-hour RRP refresher course, the workers must obtain on-the-job training in lead-safe work practices from the supervisor.
    - Otherwise, the workers must successfully complete either a one-day RRP course, or another lead-safe work practices course approved by HUD for this purpose after consultation with the EPA. HUD has approved the one-day RRP course, the previously-published HUD/EPA one-day Renovation, Remodeling and Repair course, and other one-day courses listed on HUD's website, at [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).
  - c. Where the work is being done in a State or Tribal jurisdiction that has been authorized by the EPA to operate an RRP training and certification program, the one-day RRP course and half-day RRP refresher course must be accredited by the State or Tribe. HUD will approve all one-day RRP courses accredited by EPA-authorized States or Tribes.
  - d. The 4-hour RRP refresher course is not sufficient on its own to meet either the EPA or HUD training requirements.
2. **The certified renovation firm and the certified renovator must take additional precautions to protect residents from lead poisoning beyond those in EPA's RRP Rule.**
  - a. **Renovators must use lead-safe work practices in work exempt from the RRP Rule that:**
    - Disturbs between 2 and 6 ft<sup>2</sup> of paint per room, the LSHR's *de minimis* threshold and the RRP's minor repair and maintenance activities threshold, respectively.  
*Note:* Window replacement, window sash replacement, and demolition of painted surface areas disturb more paint than the LSHR's *de minimis* threshold.



# *The El Group, Inc.*

2101 Gateway Centre Boulevard, Suite 200, Morrisville, NC 27560, USA  
Phone: 919-657-7500 Fax: 919-657-7551

## Certificate of Attendance and Successful Completion Lead Renovation, Repair and Painting - English



Course Location: Winston-Salem, NC  
Certificate Number: [Redacted]  
Course Date: 14 April 2010 - 15 April 2010  
Examination Date: 15 April 2010  
Expiration Date: 15 April 2015

*Barry A. Maxwell*

Barry Maxwell  
Training Manager

*Frank Robinson*

Frank Robinson  
Principal Instructor



**Exhibit H**

**HAWS Pre-Approved Materials List**



# **Haws PRE-APPROVED MATERIAL LIST**

## **EXTERIOR:**

- Address Numbers: 3" Bright Brass - anchored to front walls of unit.
- Doors: **Front Prime Doors** - "Benchmark or Stanley" 6 panel insulated steel  
pre-hung unit with exterior brick moldings & steel jambs - 6 panel equipped w/following:  
Polished Brass  
One (1) eye viewer - installed @ 5'6" above finish flooring - Ives 180-degree wide-angle viewer - brass in color.  
Schlage -- Polished Brass Passage Levers  
Falcon: deadbolt lockset #D-100 single cylinder (keyed to HAWS master lock system).
- Color: **Front Storm Doors** - "Larson" # 221 - SC or approved equal security storm door unit complete with all required hardware, full signature series clear brass hardware and no sashes.  
Color: Cranberry. Finger Locks; No Keys
- Windows: Vinyl-tech, Slocomb #143, Ellison 1200DH or approved equal solid vinyl insulated replacement units, single-hung , 1 over 1 w/ Half screen. glazing inserts. Color to TBD by HAWS
- Light Fixtures: **RAB** vandal proof exterior photocell fixture for front & rear of unit. Vanguard # VAN6F26PC - 26 watt fluorescent fixture w/photocell & 2 lamps, Color: Black
- Soffit Material: Triple 3-1/3" Invisvent solid vinyl soffit. Color TBD by HAWS.

## **INTERIOR:**

- Doors: "Colonist" 6-panel Masonite pre-hung door unit complete w/ 2 ¼ beaded colonial door trim (both sides).  
  
Closet Doors: 6 panel masonite pre-hung 2 ¼" beaded colonial door trim.
- Door Hardware: **Bathroom Doors** - "Schlage 300t103x26 Copa style - Bright Brass w/ locks  
**Bedroom Doors** - "Schlage" 300t-3-CP Copa style - Bright Brass w/locks  
**Passage** - style - Brass

Door Bumpers - Ives SP407B3 with Bright Brass

### **Bathroom:**

Medicine Cabinet - "NuTone" # NTCSW-24"W in all one bedroom units & hall baths.

Tub - "American Standard" Insulated Salem Model 5'0"

# 0135-137,0137-133 -- Enameled steel, sound deadened with skip resistant surface. Color: White

Tub Faucet - With anti - scald shower diverter- Delta

Tub Spout - Delta

Towel Bar w/Bracket - 24" chrome finish, exposed screw- Mounting Board

Toilet Paper Holder - chrome finish, exposed screw.

Water Closet - Tank: "Mansfield" # 130

Bowl: "Mansfield" # 160

Seat: Kohler K4716 - T

Shower Curtain Rod - Basco Contempo # 12, spring loaded

Bathtub Splash Walls - to be Durock or Wonder Board installed from bathtub rim up to ceiling- Finish Corian, Color: Glacier White

### **Vanity Cabinets**

HUD "Severe Use" standard (100% hardwood) with medium finish - Coronet Honey with Ny-Medium finish and must have Oak Raised Panel B-0250 Doors. All cabinets w/CCA treated toe kick plates complete with sink & cultured marble top.

White cultured marble tops in Bathroom: 36" vanity size to be used in in master bathrooms & 24" in all one bedroom units and Hall Baths.

### **Kitchen Cabinets**

HUD "Severe Use" standard (100% hardwood)

With medium finish - Coronet Honey color with Ny-Medium finish and must have Oak Raised Panel B-0250 Doors. All cabinets w/CCA treated toe kick plates.

Counter Tops - Post Form Tops #Black star Granite with 4" backsplash and include matching end caps where required.

Back Splash - 30" X 30" White Enamel

Sink - 8" depth finish. Double Bowl Kohler # R3145-4-N/A

Faucet to be Delta Model # 418-SSWF

Range Hood - Broan non-vented 30", white with fan and light

## **Electrical:**

Smoke Detectors - Firex # 12000 HARD WIRED w/battery backup  
2 hazards –Smoke Detector.

Firex #4618 Smoke Detector. Fully  
Interconnectible with all other Firex Smoke,  
CO and Heat Alarms for Quicker response and  
To be interconnected so that when one goes off,  
All go off.

GFI Receptacles "Arrow Hart" # GF5242W duplex outlet complete  
with cover plate.

Lighting Fixtures - Bedrooms/Living Rooms: Seagull Ribbed Glass  
# SQL759502

Bathroom: Above Medicine Cabinet - P3065-3 or  
Equal.

Hallways: 2 - P3408-10, or equal.

Kitchen: 1 - P7222-60 (trim) with P7216-30ES  
(chassis) surface mounted fluorescent  
Fixture or equal.

Kitchen over sink lighting- one bedroom; under cabinet lighting  
-two and three bedrooms; two lights over  
Kitchen sink

Bathroom Exhaust Fan- Broan # QTREM110 ceiling mounted  
exhaust fan w/light.

Heat Lamp - baths of one bedroom units only.

(Note) : Heat Lamp to be on timer.

Electrical Panel Box – Cutler-Hammer or Square D 150 amp, 30-  
space service: electrical panel boxes/covers complete with breakers to  
be located in closet.

Receptacles - Duplex Receptacles, Pass & Seymour # 3232W

Single Pole Switches – Eagle # 1301 – 7bW

3-Way Switches – Eagle 1303 – 7b

Phone Jacks – White phone jacks in the following locations:

All bedrooms & living rooms – color will be determined by wall  
color.

Receptacle Cover Plates –white

Light Switch Cover Plates –white



Mill Work:      Baseboard – 5 ¼” MDF medium density fiberboard  
                      Shoe Molding – ¾” finger joint  
                      Window & Door Trim – 2 1/4” beaded colonial casing with  
                      rosettes - return miters  
                      Window Stools – 1-by pine lumber with miter returns and 2 ¼”  
                      beaded colonial aprons

Laminate-Hand Scraped Hickory #6533  
Bathrooms- Vinyl Composition Tile (VCT)  
Armstrong # Fortress White Imperial

**Note: All Finish**

Pipe Railings:	Black Aluminum
Window & Door Lintels(exposed steel):	Exterior Grade White Enamel - minimum 2 coats – Lintel-Same color as window trim
Exterior Prime Doors	2 coats top quality High Gloss Enamel Color to match screen door (cranberry) First coat to be prime paint then two coats High gloss enamel (cranberry)
Interior Walls & Ceilings:	Primer; DURON/SW-Divine White Finish; DURON/SW Divine White
Bath & Kitchen Walls & Ceilings:	Low luster semi-gloss latex - color White

**Note:** Painting will consist of white semi-gloss on smooth walls and ceilings. Trim will be white semi-gloss with all edges painted to the wall.

**Interior Pre-hung Door Units:** Color: Pittsburgh Brite White Enamel  
for all new pre-hung units, blanks, trim

## 88

Electric Range- Color: White  
Range Hood, Color: White  
Refrigerators, Color: White  
White Washer & Dryer stackable – Drain Pan  
Handicap Washer Dryer unit- Bosch Model # WFMC2201UC  
**Note:** Makes and Models to be determined by HAWS.

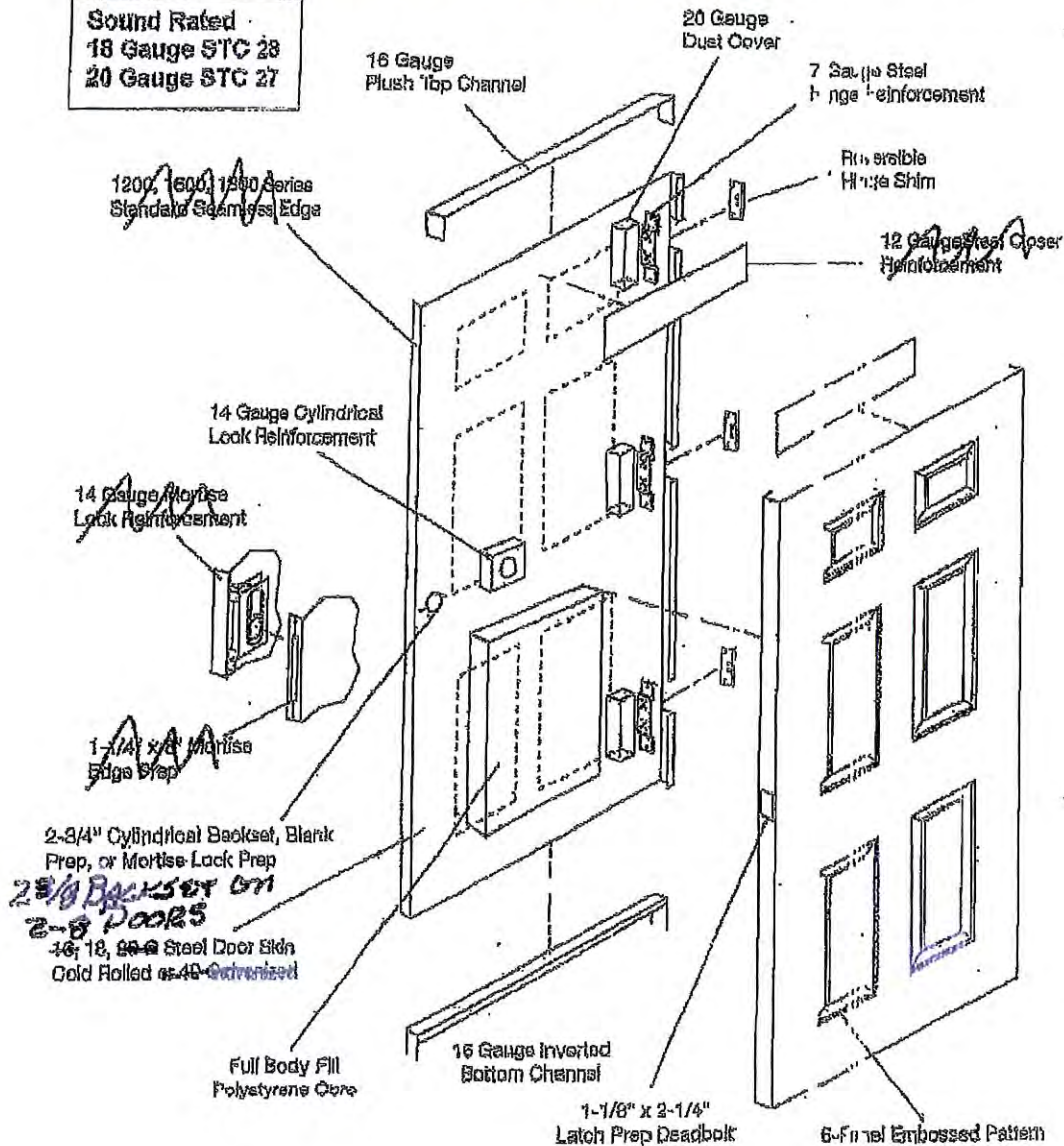
### **Colors:**

Owens Corning: Shingled Roof- Oakridge Driftwood    Guttering-  
TBD by HAWS  
Paint Cinder Block-SW 7104 Eider White  
Under stairway-vinyl to match SW7104 Eider White  
Stucco color-Nightingale (3058)  
Stone-New Castle Stone-Ledge stone Ivory

05/28/2009

## DKS 1700 Series 6-Panel Door

Sound Rated  
18 Gauge STC 28  
20 Gauge STC 27



Warnock Hersey



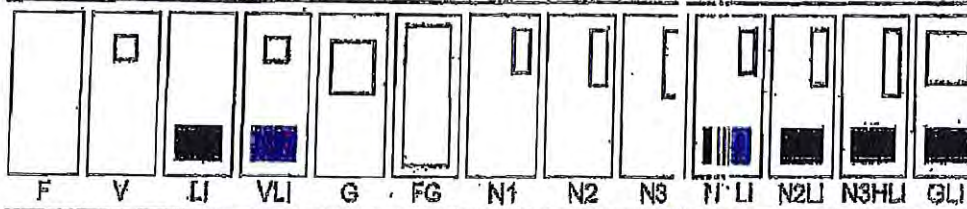


## DKS Door Specifications

Series	Type	Gauge	Core	GR/GALV	Edge	Handing	T Thickness	Label	Max Size
1000	Flush	16, 18, 20	Polystyrene	CR/GALV	Corner Seam	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
1100	Flush	16, 18, 20	Polystyrene or Honeycomb	CR/GALV	Lock Seam	Reversible or Handed	3/4"	3hr/PP/S	8'0" x 8'0"
1200	Flush	20	Polystyrene	CR/GALV	Seamless	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
1300	Stiffened	18	Mineral Wool Fill	GALV	Seamless	Handed	3/4"	3hr/PP/S	8'0" x 8'0"
1400	Stiffened	16	Mineral Wool Fill	GALV	Seamless	Handed	3/4"	3hr/PP/S	8'0" x 8'0"
1500	Retrofit Replacement	18	Polystyrene	CR	Corner Seam	Reversible	3/4"	N/A	
1600	Flush	18	Polystyrene	GALV	Seamless	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
1700	8-Panel	18, 20	Polystyrene	CR/GALV	Seamless	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
1800	Flush	18	Polystyrene	CR/GALV	Seamless	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
2000	Flush	18	Honeycomb	CR/GALV	Seamless	Reversible	3/4"	3hr/PP/S	8'0" x 8'0"
8000	Flush	18	Double Egress Honeycomb	CR/GALV	Seamless	Reversible	1 1/4"	3hr/PP/S	8'0" x 8'0"
9000	Temp. Rise 260 Degrees	18	Mineral core	CR/GALV	Seamless	Reversible	1 1/4"	3hr/PP/S	8'0" x 8'0"

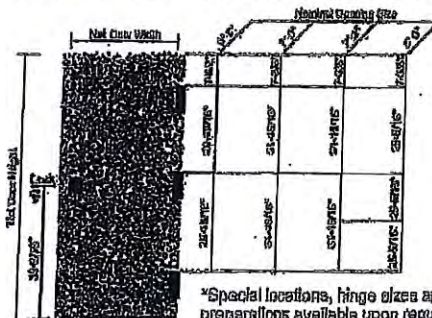
CR: Cold Rolled, PP: Positive Pressure, GALV: Galvanized, S: Smoke

## Standard Door Types



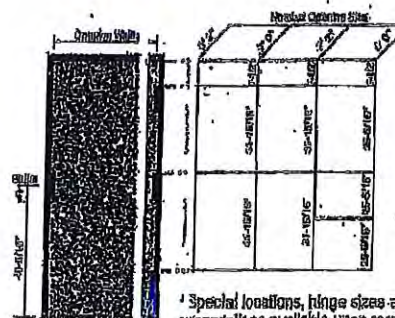
## DOORS

Standard Hardware Locations 4-1/2" Hinge

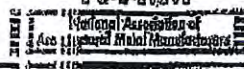


\*Special locations, hinge sizes and lock preparations available upon request

## FRAMES



\*Special locations, hinge sizes and lock preparations available upon request



**DKS** Steel Door & Frame Systems, Inc.

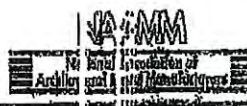
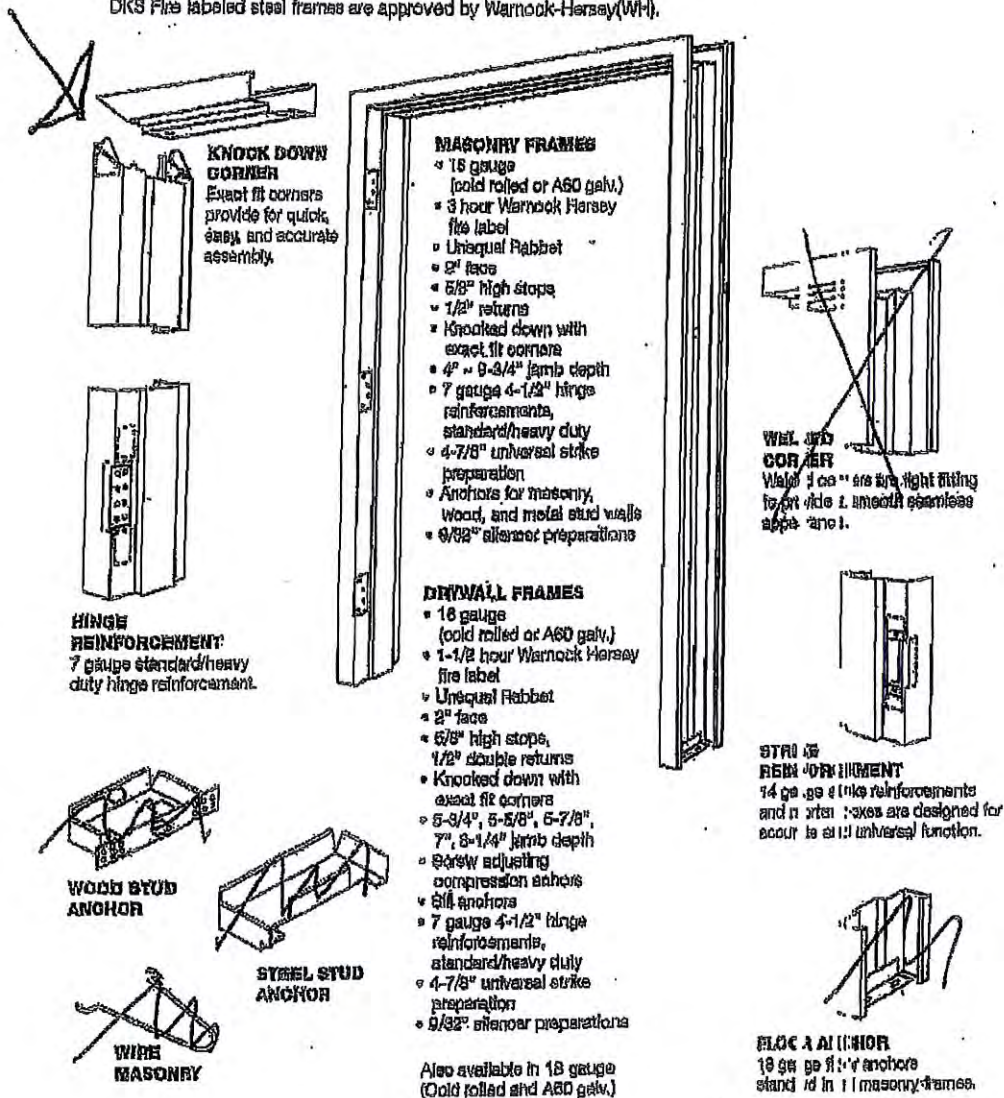


## Welded or Knock Down Steel Frames

DKS Manufactures Steel Frames in standard sizes. These frames have the tightest tolerances in the industry. DKS Steel frames are available in 16 & 18 gauge for 1 3/4" doors.

All standard frames are manufactured from cold rolled or galvanized A60 steel.

DKS Fire labeled steel frames are approved by Warnock-Hersay (WH).

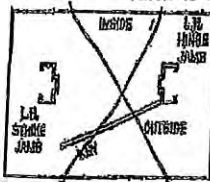




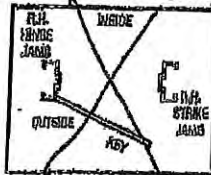
## Door and Frame Handling Chart

### SINGLE SWING DOORS

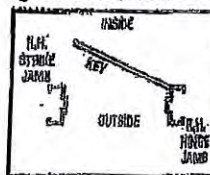
When door swings towards you and hinges are on right side of the door - Door is R.H.R. / Frame is L.H.  
When door swings to inside and hinges are on right side of the door - Door is R.H. / Frame is R.H.



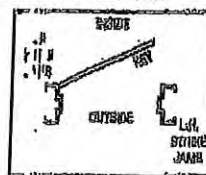
Right Hand Reverse Door  
(Swing Out) Left Hand  
Frame



Left Hand Reverse Door  
(Swing Out) Right Hand  
Frame



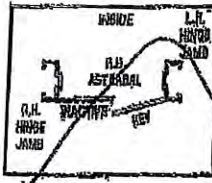
Right Hand Door (Swing  
In) Right Hand Frame



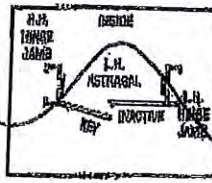
Left Hand Door (Swing  
In) Left Hand Frame

### DOUBLE DOORS

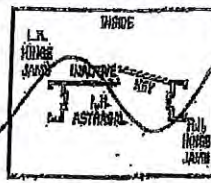
When door leaves swing towards you and hinges are on the right side of active leaf - Door is R.H.R. Active / Frame is L.H. Active  
When door leaves swing to inside and hinges are on the right side of active leaf - Door is R.H. Active / Frame is R.H. Active



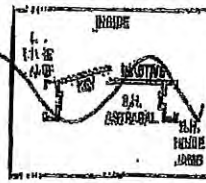
Pair of Doors - R.H.R. Active  
(Swing Out)  
Double Door Frame L.H. Active



Pair of Doors - L.H.R. Active  
(Swing Out)  
Double Door Frame R.H. Active



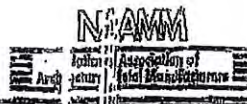
Pair of Doors - R.H. Active  
(Swing In)  
Double Door Frame R.H. Active



Pair of Doors - L.H. Active  
(Swing In)  
Double Door Frame L.H. Active

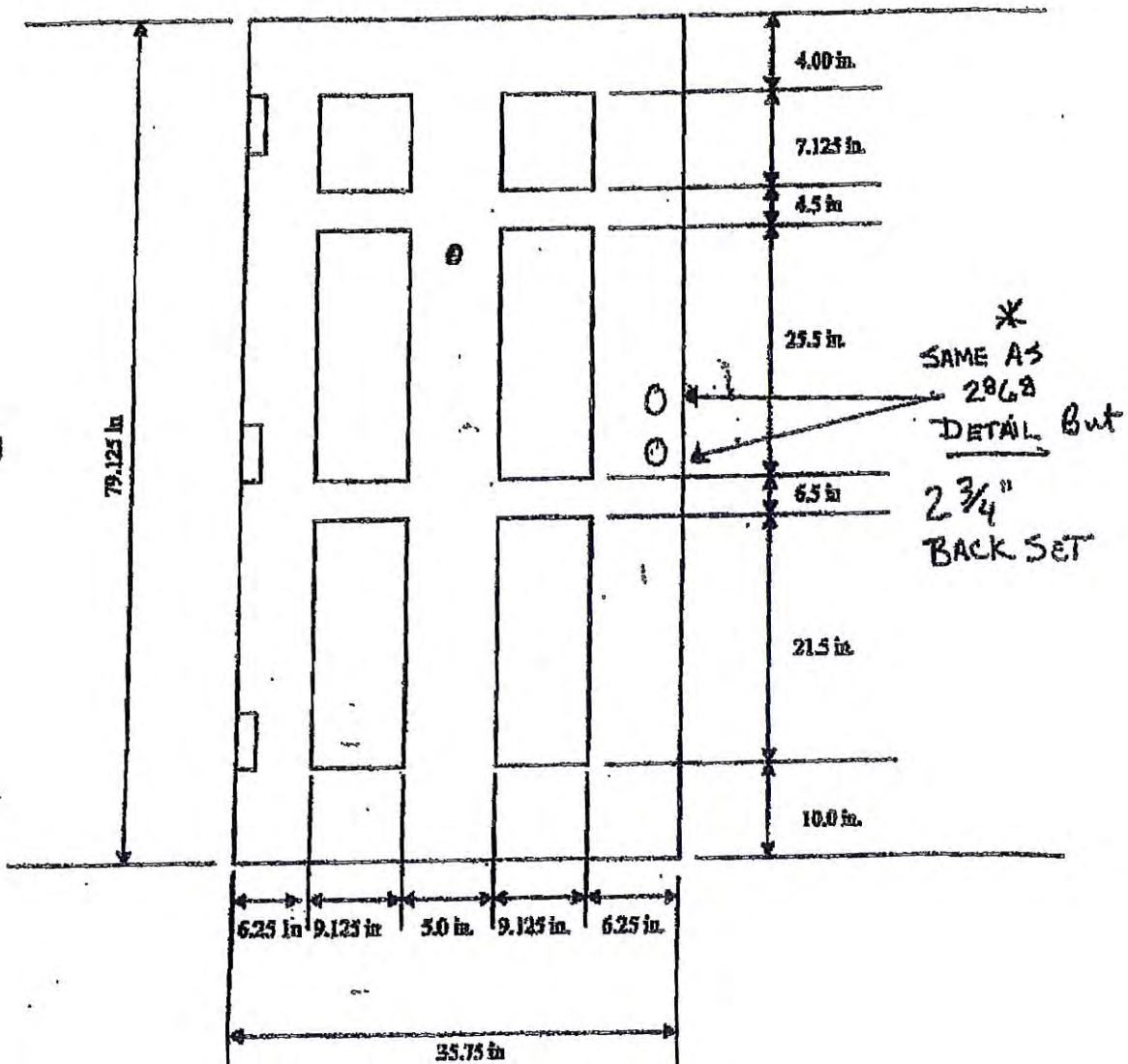
## Warehouse Locations

California	Texas	Pennsylvania
<p>DKS Steel Door &amp; Frame Systems Inc. 2142 Tubeway Avenue Commerces, CA 90040 Tel: (323) 888-7767 Fax: (323) 888-9063 Website: <a href="http://www.dksdoors.com">www.dksdoors.com</a> Email: <a href="mailto:sales@dksgroups.com">sales@dksgroups.com</a></p>	<p>DKS Texas Warehouse 1018 Avenue M Grand Prairie, TX 75050 Tel: (972) 660-3000 Fax: (972) 660-3001 Email: <a href="mailto:dkshuckgroup.com">dkshuckgroup.com</a></p>	<p>DKS Pennsylvania Warehouse 176 Westrock Drive Honey Brook, PA 19344 Tel: (610) 211-7070 Fax: (610) 211-9053 Website: <a href="http://www.kabindustries.com">www.kabindustries.com</a></p>



DKS

3068 6 panel



OK *[Signature]*  
2.28.11

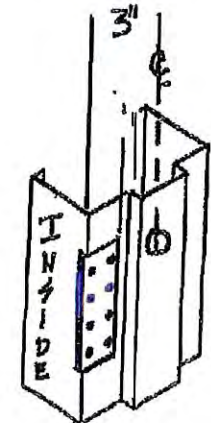




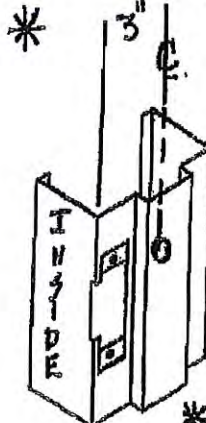
963 frame / 971 doors

## 4000 Series 1 3/4" Masonry Frames

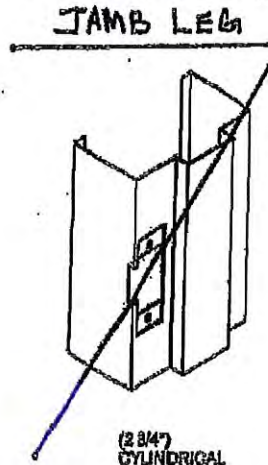
FRAME PREPARATIONS \* PUNCHED & DIMPLED 3" IN FROM INSIDE FACE OF FRAME .3 HOLES EA.



4 1/2" x 4 1/2"  
1 3/4" FRAME HINGE PREP



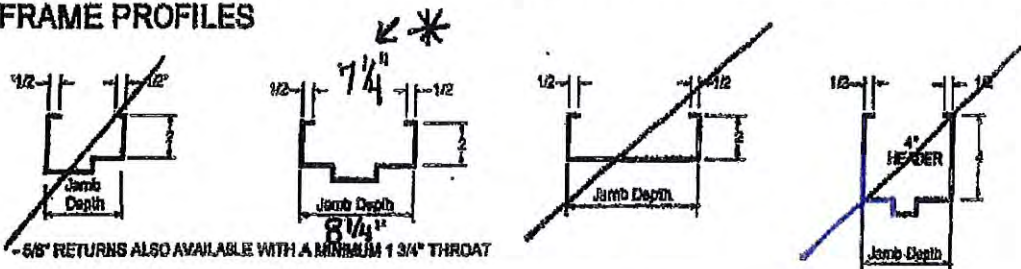
(4 7/8")  
UNIVERSAL  
STRIKE



(2 3/4")  
CYLINDRICAL  
STRIKE

NO  
RIEN FORAMENTS

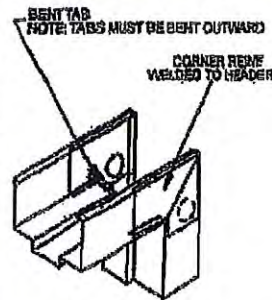
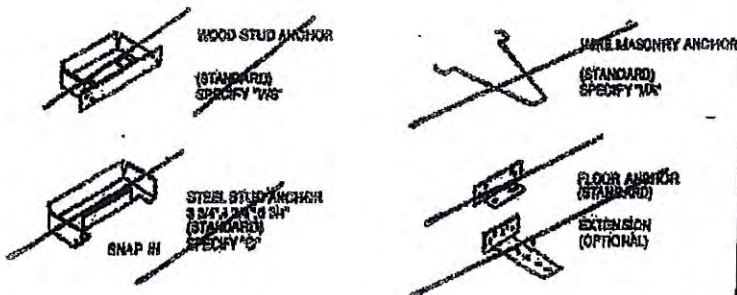
## FRAME PROFILES



\* 5/8" RETURNS ALSO AVAILABLE WITH A MINIMUM 1 3/4" THROAT

Note: 7/16" RETURNS ARE STANDARD WITH 5/8" DEPTH

## ANCHORS



TYPICAL MITERED CORNER  
INTERLOCK FRAME SHOWN  
WELDED MITER CORNERS OPTIONAL

**DKS** Steel Door & Frame Systems, Inc.

PAGE OF

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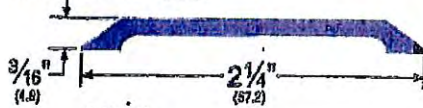
# COMMERCIAL THRESHOLDS

## Saddle Thresholds

To use a saddle threshold in an offset condition, use an elevator (see page 37).

**173**  

AVAILABLE FINISHES: A, B, D, G



**151**  

AVAILABLE FINISHES: A, B, D, G



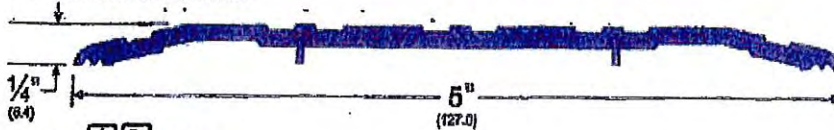
**270**  

AVAILABLE FINISHES: A, B, D, G



**271**  

AVAILABLE FINISHES: A, B, D, G, SN



**272**  

AVAILABLE FINISHES: A, B, D, G, SN



**276**  

AVAILABLE FINISHES: A, B, D, G



**2748**  

AVAILABLE FINISHES: A, D, G



NOTE: Products shown in this section may not be drawn to scale.

▲ AVAILABLE FINISHES FOR PRODUCTS SHOWN ON THIS PAGE (see General Information section for finish chart)

PEMCO  
ASSA ABLOY

VICTORIA, CANADA  
TEL: 250.383.0955

MILWAUKEE, USA  
TEL: 800.234.2115

VANCOUVER, CANADA  
TEL: 604.553.7551

TORONTO, CANADA  
TEL: 800.211.9516

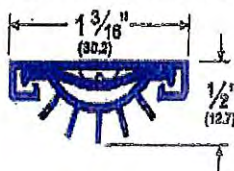
CT



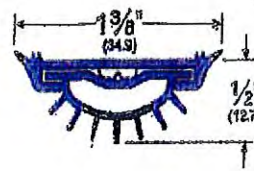
# DOOR BOTTOMS

## ■ Door Shoes

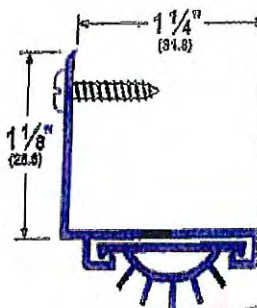
- Now available with PemkoPrene™ (PK) thermo-plastic elastomer, an excellent cold weather seal which stays flexible between -70°F and +250°F.
- Also available with vinyl (V); both seals are the same shape and size.
- Slotted holes for easy adjustment.
- Rain drip model is ideal for deflecting rain away from the bottom of door.
- Door shoes are provided with stainless steel fasteners.



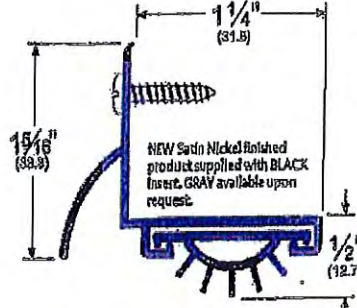
**234\_V**  
**234\_PK**  
AVAILABLE FINISHES:  
A, D, G



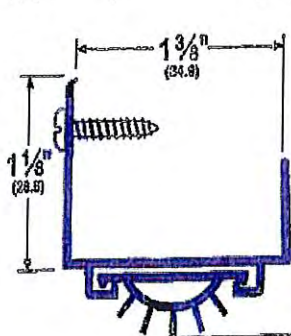
**209\_V**  
AVAILABLE FINISHES:  
A, D, G



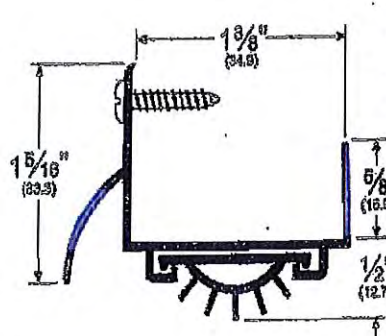
**211\_V**  
**211\_PK**  
AVAILABLE FINISHES:  
A, D, G



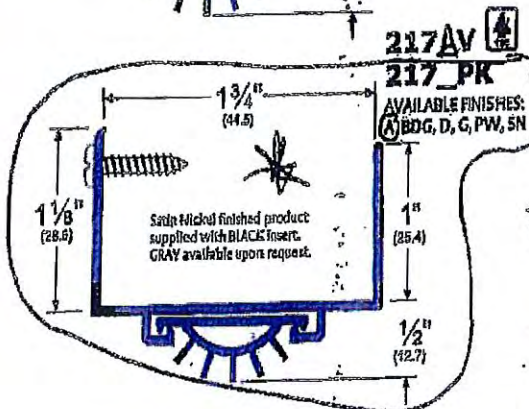
**210\_V**  
**210\_PK**  
AVAILABLE FINISHES:  
A, BDG, D, G, PW, SN



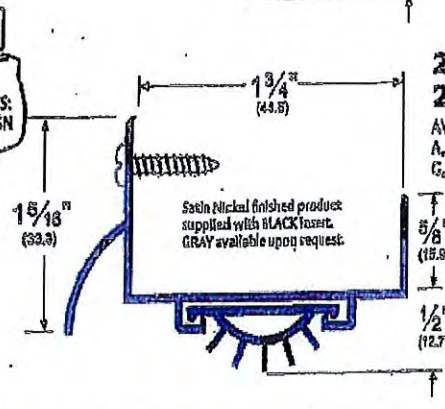
**220\_V**  
**220\_PK**  
AVAILABLE FINISHES:  
A, D, G



**215\_V**  
**215\_PK**  
AVAILABLE FINISHES:  
A, BDG, D, G, PW, SN



**217AV**  
**217\_PK**  
AVAILABLE FINISHES:  
A, BDG, D, G, PW, SN



**216\_V**  
**216\_PK**  
AVAILABLE FINISHES:  
A, B, BDG, D, G, PW, SN

▲ AVAILABLE FINISHES FOR PRODUCTS SHOWN ON THIS PAGE (see General Information section for finish chart)

PEMKO

VENTURA, CA, USA  
TEL 805 287 9988

BRANDS IN USA  
PH 800 821 2018

VANCOUVER, BC, CANADA  
PH 604 277 5571

FOUNDED IN CANADA  
PH 800 211 9816

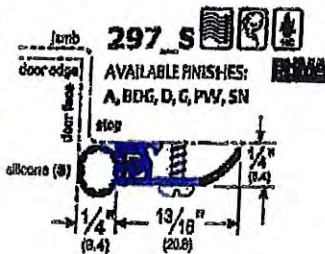
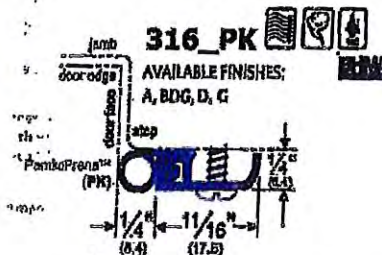
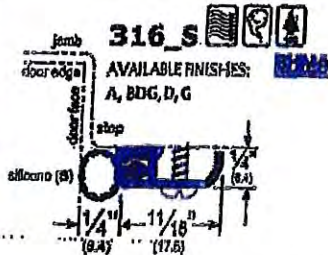
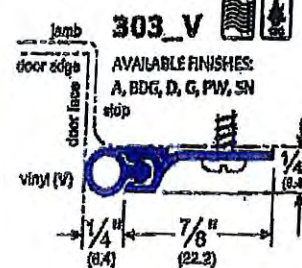
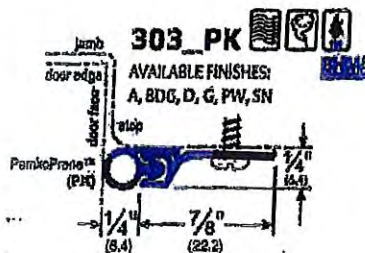
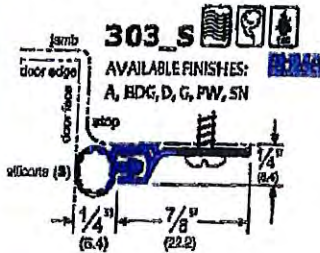
DB



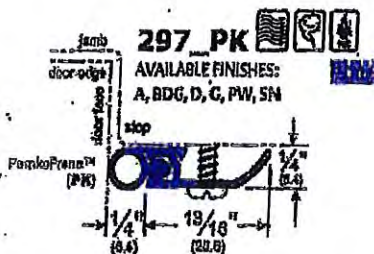
# PERIMETER GASKETING

## Standard Perimeter Gasketing

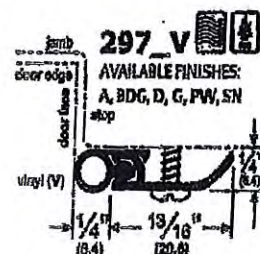
- Rigid jamb weatherstrip shown mounted on openings with 1/16" gaps; however, each weatherstrip can seal gaps up to the depth of its seal. Seal depth provided on each illustration (example: the 303 has a 1/4" seal; therefore, it can seal up to a 1/4" gap).
- Punched on 6" centers with slotted holes for adjustment.
- Stainless steel fasteners are standard.
- Other fasteners are available.
- Models 297 and 303 are available with self-adhesive two-sided tape (TST) and tek screws (3 slotted holes per part) for easy installation. To obtain this option, add "TST" to the end of the part when ordering (example: 303TST).



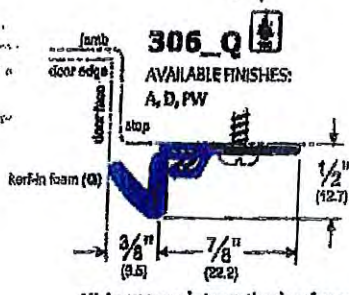
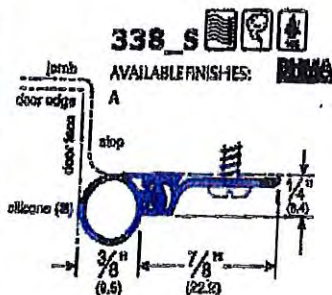
Satin Nickel finished product supplied with BLACK insert. GRAY available upon request.



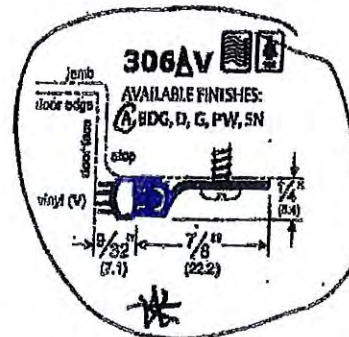
Satin Nickel finished product supplied with BLACK insert. GRAY available upon request.



Satin Nickel finished product supplied with BLACK insert. GRAY available upon request.



Minimum space between the door face and the stop is 3/16"; maximum space is 5/16".



NOTE: Products shown in this section may not be drawn to scale.

▲ AVAILABLE FINISHES FOR PRODUCTS SHOWN ON THIS PAGE (see General Information section for finish chart)

Finish Abbreviations: A (Bright Brass), BDG (Bright Brass), D (Dark Brass), G (Gold), PW (Painted White), SN (Satin Nickel), and V (Vinyl).

PEMKO

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MEMPHIS, TN USA  
PH 901 524 3018

VANCOUVER, BC CANADA  
PH 604 575 7585

TORONTO, ON CANADA  
PH 416 291 0176

PG



Current Customer Status

☐ Referral ☐ Recommendation

☐ Review ☐ New Lead

Read more about the Larson Storm Door and how it can help you protect your home. The Larson Storm Door is designed to provide extra protection for your home during severe weather. It is made of heavy-duty steel and features a built-in screen door. The Larson Storm Door is available in a variety of colors and finishes to match your home's exterior. It is also available in a variety of sizes to fit your door. The Larson Storm Door is a great investment for your home and your family's safety.

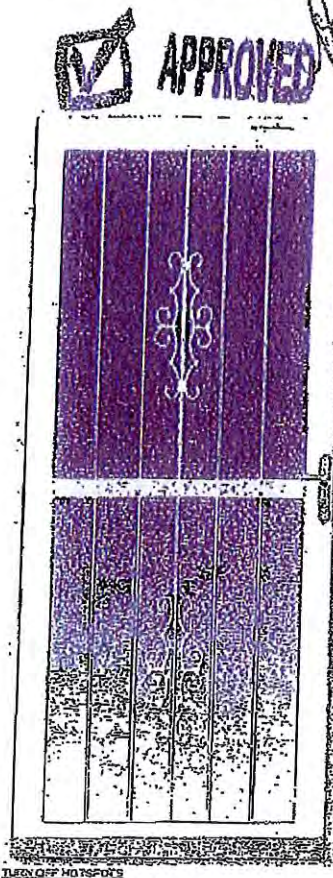
DATE: 4-1-2010 BY: Dorian Smith

America's #1 Selling Storm Door

Request a Brochure View from Larson Order Parts See Dealer's List

Find a Dealer in your area. City, State or ZIP

Storm Doors Storm Windows Retractable Screen Doors The Larson Experience Customer Support



Back to Security Storm Doors

Model 221-SC WHITE

Available Colors: (click to change)



Standard Sizes

32" x 81"

36" x 81"

\* French Door Kit available

Limited Lifetime Warranty  
Security Models

Installation Manual  
Left Hinge | Right Hinge

Installation Video | Order Parts

Ventilation

Single-Vent window and half screen for bottom ventilation.

Durability

1-1/2" thick aluminum frame with security grille and maintenance-free finish.

FAQ (before you buy...)

- Does this door come with a screen?
- Can I get a different finish?

Caring for your door (after you buy...)
















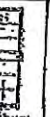

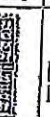



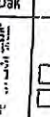

- How do I clean my door?
- Can I paint my door?
- How do I maintain my handle finish?

Read more on caring for your door

Specs and Comparison

MODEL	COLORS	CUSTOM SIZES	VENTILATION	HANDLE	WEATHER SEAL	EXPANDER	THICKNESS/FINISH	CLOSER	SCREEN COVER
27 345-20 Secure Elegance			Factory Strengthened Hurricane Storm with security shield inner layer and double protection	Brushed nickel interior and exterior handle with a push locking system for enhanced protection.	Overlapping frame extends over door seam to seal out weather and conceal hinges and gaps. Double weatherstripping for superior protection.	Bottom expander adjusts for uneven sets.	1-5/8" thick aluminum frame with maintenance-free finish.	Two-color matched adjustable speed.	
27 345-27			Factory Strengthened Hurricane Storm with security shield inner layer and double protection	Brushed nickel interior and exterior handle with a push locking system for enhanced protection.	Overlapping frame extends over door seam to seal out weather and conceal hinges and gaps. Double weatherstripping for superior protection.	Bottom expander adjusts for uneven sets.	1-5/8" thick aluminum frame with maintenance-free finish.	Two-color matched adjustable speed.	



MODEL	COLORS	CUSTOM SIZES	VENTILATOR	HANDLE	WEATHER SEAL	EXPANDER	THICKNESS/INCHES	CLOSER	SCREENS/CAV COVERS
 221-SC							1-12		
 3328-17					W-W		1-12		
 Garden View							H - I		
 Courtyard							H - I		
 Presidential							H - I		
 River Oak							H - I		
 Centaury							H - I		
 Mississippi Oak							H - I		
 Corner Oak							H - I		
 Butterfly							H - I		

## FALCON LOCKS:

### D 200 Series Deadlocks

#### SPECIFICATIONS

**ATTACHMENT:** Deadlocks are furnished with deadbolts which have a full 1" projection. Housed within the deadbolt is a free turning hardened steel, saw resistant roller. D100 deadbolt is powdered high strength steel.



**DOOR THICKNESS:** 1-3/8" to 1-7/8". Up to 2-1/4" door thickness also available.

**BACKSET:** 2-3/8" - 2-3/4" adjustable

**HANDING:** Non-handed

**STRIKES:** 2-3/4" x 1-1/8" lipless strike standard. ANSI 4-7/8" x 1-1/4" lipless, 2-1/4" full lip, 2-3/4" x 1-1/8" T-strike, security strike also available.

#### CONSTRUCTION FEATURES

**CYLINDERS:** Furnished with solid brass plug and housing, drilled with 6-pin chambers, pinned in 5 unless otherwise specified. Also available with 7 pin cylinders. Available with 6 or 7 pin interchangeable cores. Furnished with two nickel silver keys standard.

**KEYWAYS:** 'G' keyway standard on conventional cylinders. 'A' keyway standard on I/C core cylinders. Also available with some optional keyways.

*TO MATCH EXISTING KEYING SYSTEM*

**EXPOSED TRIM:** Wrought brass or bronze reinforced with steel insert.

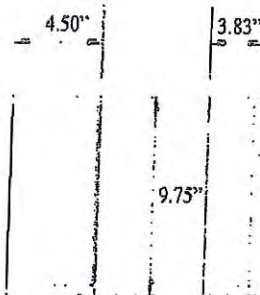
**CERTIFICATION:** ANSI/BHMA: A156.5, 2001, Grade 2

*FINISH TO BE SELECTED BY OWNER.*

Piedmont ADA baths



PROJECT:	
PART NO.:	FIXTURE TYPE.:



**HOUSING:** Steel, Painted finish

**DIFFUSER:** Frosted ribbed acrylic with choice of white or brushed nickel ends (Consult factory for custom finishes.)

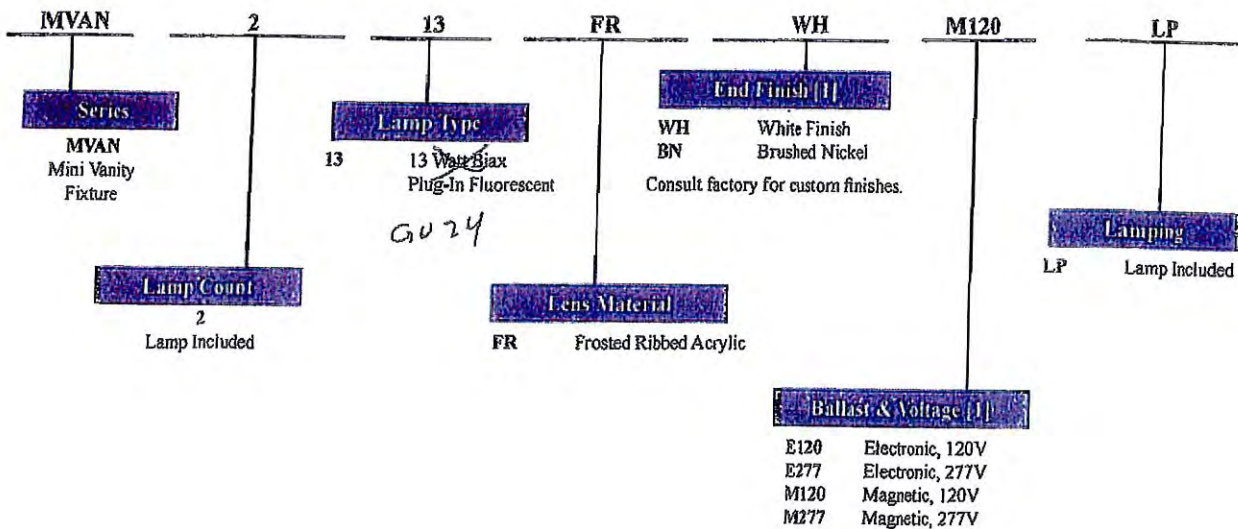
**BALLAST:** Electronic or Magnetic (120V or 277V)

**LAMP:** (2) 13 Watt Plug-In Fluorescents

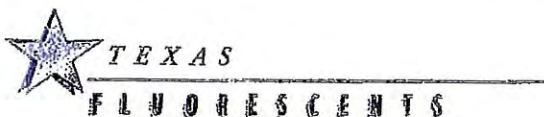
GU24

## ORDERING INFORMATION

Example: MVAN213FRWHM120



NOTE: Specifications and dimensions subject to change without notice. Consult your Texas Fluorescent Lighting Representative for availability and ordering information.



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4,5



TEXAS

FLUORESCENTS

## FEATURES & SPECIFICATIONS

### INTENDED USE

Energy smart close-to-ceiling fixtures looks good and is energy efficient. Ideal for circulation spaces and living spaces.

### SIZE W x L x H in inches (mm)

13 1/4" Diameter x 5 3/8" Height

15 1/4" Diameter x 6" Height

### LAMP

13 Watt T2 Mini Spiral GU24 Twist Lock Base 10,000 Hour 2700K Soft White Approved for Use In Totally Enclosed Fixtures Compact Fluorescent Lamp (CFL). Also available with PL Lamps & Electronic Ballasts.

### MOUNTING

Close-to-ceiling surface mounts to standard junction box.

### MATERIALS & FEATURES

Decorative Brushed Nickel ceiling pan is available in two sizes. Frosted melon glass is held to ceiling pan with center all thread and decorative button. Each fixture comes with GU24 sockets included and 13W GU24 lamps.

### DIFFUSER

Frosted Melon glass.

### LISTING

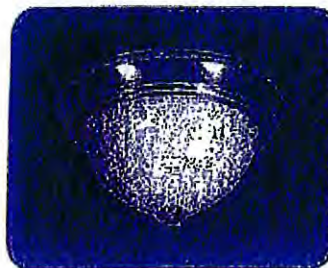
C.U.L. Damp Location



MADE IN AMERICA

## Flush Mount

Close-to-Ceiling



### LAMP PACKAGE



## ORDERING INFORMATION

Example: HOTCM2G13BN

### HOTCM213GUBN

13 1/4" Diameter x 5 3/8" Height

(2) 13 Watt GU24 Base Included

### HOTCM213E120BNLPA1

15 1/4" Diameter x 6" Height

(2) 13 Watt PL 4-PIN Included

### HOTCM313GUBN

15 1/4" Diameter x 6" Height

(3) 13 Watt GU24 Base Included

### HOTCM313E120BNLPA1

13 1/4" Diameter x 5 3/8" Height

(2) 13 Watt PL 4-PIN Included

## GU LAMP OPTIONS

### Lamping Information

Energy Used:	13 Watts
Volts:	120V
Type:	T2
Base:	GU24
CRI:	>80
Length:	3.39"
Diameter:	1.81"
Light Output:	800 Lumens
Avg. Lifetime:	10,000 Hours
Color:	2700 Kelvin (Warm White)

4100

Texas Fluorescents

2055 Luna Rd. Suite 142 Carrollton, TX 75006

Phone: 972-247-3171 Fax: 972-247-0200

www.texasfluorescents.com email: sales@texasfluorescents.com

Catalog Number:

Notes:

25



## PL Fixture Die Cast Aluminum Lanterns

### FEATURES & SPECIFICATIONS

#### Features

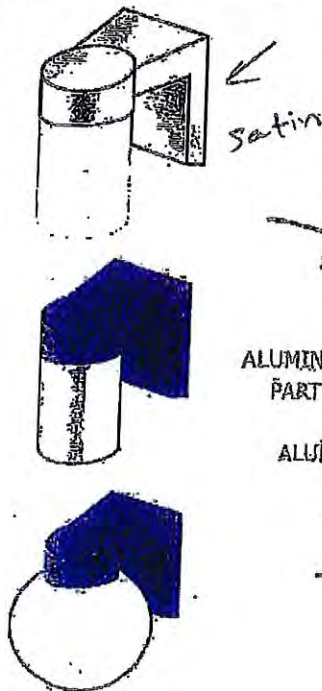
- Wall Mount
- Cast aluminum housing
- UL Type 1 outdoor ballast
- Mounting hardware
- Lamp included
- UL listed

#### Options

- Photocell
- High power factor
- Electronic
- Custom paint

w/ on/off pull chain/switch

### ORDERING INFORMATION



#### DIE CAST ALUMINUM LANTERNS

Part Number	Bulb	Size
BAW107WAG	1-PL7 WATT	7-1/2" X 6"
BAW109CAG	1-PL9 WATT	7-1/2" X 6"
BAW113CPJ	1-PL13 WATT	8-1/2" X 5-1/4"
BAW113QWAG	1-PL13 WATT QUAD	7-1/2" X 6"

w/  
13 watt GU 24,  
not PL  
4100K

ALUMINUM LANTERNS ARE AVAILABLE IN BLACK, SATIN AND BRONZE.  
PART NUMBERS BEGIN WITH COLOR CODE - BAW, SAW OR BZAW

ALUMINUM LANTERNS COME WITH A JAR OR GLOBE DIFFUSER.

PART NUMBERS END WITH DIFFUSER CODE:

WAG - WHITE ACRYLIC GLOBE

CAG - CLEAR ACRYLIC GLOBE

WPJ - WHITE POLYCARBONATE JAR

CPJ - CLEAR POLYCARBONATE JAR

(972) 247-3171

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Email sales@texasfluorescents.com

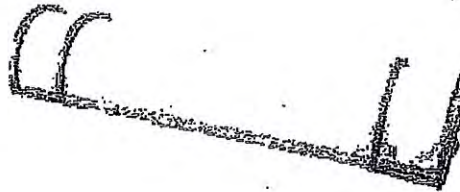
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(26)



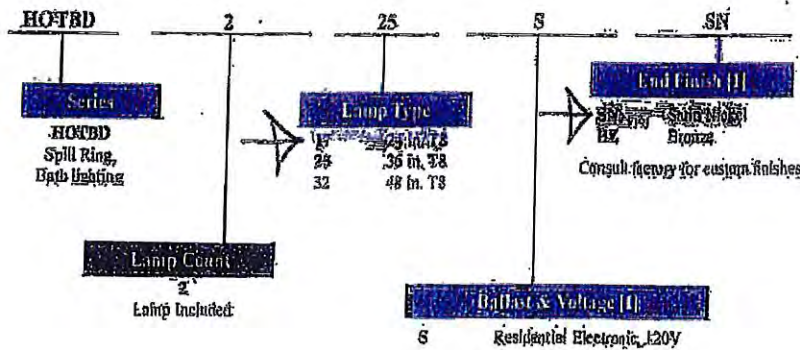
PROJECT:	
PART NO.:	FIXTURE TYPE:



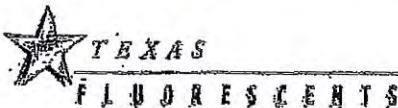
**HOUSING:** Die-formed Cold-rolled Steel  
**DIFFUSER:** Linear sided prismatic lens of extruded acrylic  
**BALLAST:** 120V 60 Hz, Electronic Ballast  
**LAMP:** (2) 13 Watt Plug-In or (2) 18 Watt Plug-In Fluorescents  
**EFFICACY:** Meet California 2005 Title 24 Standard  
**CERTIFICATION:** UL, EUL Listed, Energy Star Listed  
**SIZE:** F17T8 - 24.75L x 6.0W x 4.25H  
F25T8 - 36.75L x 6.0W x 4.25H  
F32T8 - 48.50L x 6.0W x 4.25H

#### ORDERING INFORMATION

Example: HOTBD225SSN



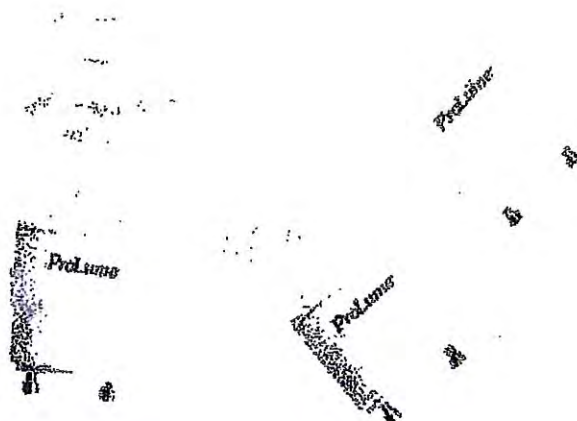
NOTE: Specifications and dimensions subject to change without notice. Consult your Texas Fluorescent Lighting Representative for availability and ordering information.



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ProLume.

< ... ..



## ProLume GU24 Spirals

**Halco**  
LIGHTING TECHNOLOGIES

### Energy Efficient

- Maximum light distribution achieved through compact design
- Save up to 80% in energy costs compared to incandescent lamps
- Tri-phosphor coating enhances lumen efficacy and color rendering

### Technical Data

- GU24 base
- Electronic instant start ballast
- End-of-Life protection
- 120 volt, 60Hz
- Minimum starting temperature 5°F
- Nickel-plated brass pins

### Broad Assortment

- 11, 13, 15, 18, 23 and 26 watt
- 2700, 3500, 4100, 5000K
- T2, T3, A18, G25, R20 and R30 bulb types

### Long Life

- 10,000 Hours Average Rated Life

### Benefits

- Use of GU24 socket guarantees use of an energy efficient product
- Saves energy
- Low maintenance

### Applications

- Table lamps
- Ceiling fixtures
- Down lighting

4100K

**Available in 11,  
13, 15, 18, 23 and  
26 watts.**

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# General Terms & Conditions of Sale and Service

## 1. GENERAL.

(a) This Agreement contains the terms and conditions by which Company will quote and sell its Products and Services to Customer. (b) The terms "purchase order" or "order" for the purposes of this Agreement include the term "request for quotation," as appropriate. (c) This Agreement supersedes all pre-printed and boilerplate terms and conditions set forth in any purchase order issued by Customer. (d) No reference herein to Customer's purchase order will in any way incorporate different or additional terms and conditions which are hereby objected to. (e) ANY ACCEPTANCE BY COMPANY OF CUSTOMER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE CUSTOMER'S ASSENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. (f) In the event of a conflict between this Agreement and a purchase order issued by Customer, the terms of this Agreement will prevail. In the event of a conflict between this Agreement and any specific Product or Service terms and conditions, the specific Product or Service terms and conditions will prevail.

## 2. SCOPE OF PRODUCTS AND SERVICES AND ORDERS.

(a) Scope of Products and Services. The scope of the Products and Services (including, but not limited to location) are (i) attached to this Agreement, (ii) separately furnished by Company to Customer, or (iii) subject to Section 1 herein, contained in an order submitted by Customer. Non-standard finishes and special items may be available. Contact Company for such availability. All Products that come in "kits" cannot be sold as individual pieces. See the specific product terms and conditions for exceptions. (b) Orders. All orders submitted by Customer must be in written form acceptable to Company. A minimum net Product or Service order value, excluding freight charges, may be required for each order. Such minimum net Product or Service order value will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. In the event the order value does not meet any required minimum net Product or Service value, Company will, at its sole discretion, either (i) increase the quantity of items in the order to meet the minimum net Product or Service value provided herein; (ii) apply a minimum order charge; or (iii) reject the order. (c) Receipt of an Order. Company will acknowledge receipt of each order issued in accordance with this Agreement and will notify Customer whether such order has been accepted or rejected, in whole or in part, by Company. If Company fails to acknowledge receipt of an order, within a reasonable time period, such failure to acknowledge receipt will be deemed a rejection of the entire order. (d) Changes to Orders. Any changes to orders must be acknowledged by Company in writing. Company reserves the right to deny any changes to orders, which have been previously acknowledged by Company. The time period for making any changes to orders for Products will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All changes to orders are subject to a change order charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of fabrication or raw material that will need to be purchased for the change order. Unless otherwise specified by Company in writing, any changes to orders acknowledged by Company that affect the delivery date will be deemed a new order and will require acknowledgement by Company as provided in this Section 2. (e) Cancellation of Orders. All cancelled orders are subject to Company's written acknowledgement to be valid. The time period for order cancellations will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All cancelled orders acknowledged by Company are subject to a cancellation charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of any fabrication or raw materials that have purchased for the order.

## 3. PRICES AND PAYMENT.

(a) Prices. The prices specified by Company are subject to change, without notice, to Company's prices in effect at the time of each shipment of Products or performance of Services. Additional charges may be applied for product modification or engineering services. Oral prices specified by Company are null and void. (b) Invoices. Company will submit invoices to Customer stating amounts due. (c) Payment Terms. Payment terms are 2% cash discount 20 days, net 35 days from date of invoice. Payment will be made in United States dollars. (d) Credit Terms. All orders are subject to Company's credit limit and terms of credit required by Company or contained in Company's credit

application, which is subject to change by Company at any time either before or after delivery of any part of the order. Company reserves the right to request payment in advance of shipment or any order or to request adequate assurances for Customer's payment of an order and may withhold or stop shipment, without any liability to Company, until Customer submits payment or assurance of payment, as required by Company. (e) Default. If Customer is in default in payment or otherwise with respect to any order for Products or Services or any other contract with Company, Company shall have the right, in addition to all other legal remedies and without prejudice to any of its right hereunder, to defer further shipments until such default is corrected and to declare all outstanding bills of Customer to be immediately due and payable. (f) Taxes. Any taxes, charges, or duties imposed by any governmental authority on the sale of Products or Services will be paid by Customer, in addition to the selling price specified by Company. (g) Late Payment Charge. A late payment charge of 1.5% per month equivalent to 18% per annum will be charged on past due balances owed Company. Provided however, that in the event that applicable governmental law sets a maximum rate for late payment fees which is less than 18% per annum, then the late payment charge assessed will be set at the maximum rate permitted by law.

## 4. INSPECTION, DELIVERY, SHIPPING, FREIGHT CHARGES, CLAIMS, AND PACKING.

(a) Inspection. Inspection of Products and Services will be done by Customer immediately after receipt of Products or completion of Services. Inspection of Products or Services by Customer at Company's facility is not permitted. (b) Delivery. Product delivery schedules are based upon current production capacities, material or component availability, and inventory, and may be changed by Company as conditions require. Service delivery schedules are based upon prompt receipt of, and prompt access to, Customer's equipment and all information necessary to complete the Services. In no event will Product or Service delivery dates be construed as falling within the meaning of "time is of the essence." Partial delivery shall be accepted by Customer and paid for at the price and on the terms stated herein. Any partial delivery of Products or Services, shall constitute a separate sale and payment shall be separately made when due. If any part of the Products or Services are not delivered by Company in accordance with Customer's order, this Agreement shall not be affected thereby. (c) Shipping. Unless otherwise specified by Company, (i) where the Customer is located in the United States, all Products will be sold "Uniform Commercial Code, F.O.B. Origin, Company's factory"; and (ii) where the Customer is located outside of the United States, all Products will be sold "Incoterms 2000, Ex-works, Company's factory." In either instance, title and risk of loss will pass to Customer upon delivery to the carrier at Company's factory. Provided however, a security interest will remain in the Products, regardless of mode of attachment to realty or other property, until full payment has been made therefore, and Customer agrees, upon request, to do all things and acts necessary to protect Company's interest by adequately insuring the Products against loss from damage from any cause and to have Company named as an additional insured. Copies of all Certificates of Insurance will be provided to Company upon request. Customer will also assist Company in providing all necessary documents or signatures required to file any documents to perfect Company's interest in such Products. (d) Freight Charges. All freight charges will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. (e) Claims. All claims for loss or damage to Products while in the care, custody, and/or control of a carrier will be the responsibility of Customer, who will submit any claims. (f) Packing. Company will pack, mark, and ship the Products according to its standard procedures for shipment, unless the parties agree, in writing, that Company will comply with any special instructions provided by Customer. Compliance with special instructions may result in an increased price.



Screen door handle  
# 20239417

## FALCON LOCKS:

### X Series

Entry door model  
D200 FLLK3247100

#### LOCK FEATURES

Door Thickness: 1-3/8" to 1-7/8" doors. Locks for thicker doors also available. Consult factory.

23/8 for 2-8 Doors

Backset: 2-3/4" standard. 3-3/4" and 5" also available.



**Mechanism:** Parts constructed of brass or cold formed steel, zinc plated and dichromated for rust resistance. Springs are stainless steel. X Series available with all internal parts of stainless steel or other nonferrous materials.

**Attachment:** Locks secured to door by threaded collars. Inner collar tightened by special wrench furnished with each lock. Outer rose contains locking plate to prevent unauthorized removal.

**Handing:** Specify hand of door when ordering. Field reversible.

**Cylinders:** Drilled with 6 pin chambers, pinned in 5. Pinning in 6 chambers available when specified, at no cost. 7 pin cylinders available in Hana design. Cylinder assemblies removable to rekey or change hand of lock. Also available with 6 or 7 pin interchangeable core cylinders - Elite and Troy designs. Cylinder housings and plugs machined from solid brass. Springs are phosphor bronze. Two nickel silver keys furnished standard.

**Keyways:** "G" keyway standard on standard cylinders. "A" keyway standard on I/C core cylinders. Also available with some optional keyways.

TO MATCH EXISTING KEYING SYSTEM

**Trim:** Roses are heavy wrought brass, bronze or stainless steel, installed over wrought steel reinforcing plates. Knobs are brass, bronze or stainless steel secured by a steel knob retainer which cannot be depressed when lock has been locked.

**Latches:** 1/2" bolt projection, UL Listed. Standard latch faceplates 2-1/4" x 1-1/8" with square corners to accommodate beveled or flat front doors. 3/4" projection, UL Listed latch with 2-3/4" backset also available.

**Strikes:** 4-7/8" x 1-1/4" ANSI strike with curved lip to meet ANSI A115.2 standard door frame preparation standard. Consult Options and Accessories section for other strike sizes and configurations.

**Screws:** Furnished with combination wood/machine screws for use in wood or metal doors and frames.

**ANSI/BHMA:** Meets ANSI/BHMA A156. 2, Series 4000, Grade 1.

**UL:** 3 hour A label (except function X591).

FINISH TO BE SELECTED BY OWNER

## FALCON LOCKS:

### D 200 Series Deadlocks

#### SPECIFICATIONS

**ATTACHMENT:** Deadlocks are furnished with deadbolts which have a full 1" projection. Housed within the deadbolt is a free turning hardened steel, saw resistant roller. D100 deadbolt is powdered high strength steel.



**DOOR THICKNESS:** 1-3/8" to 1-7/8". Up to 2-1/4" door thickness also available.

**BACKSET:** 2-3/8" - 2-3/4" adjustable

**HANDING:** Non-handed

**STRIKES:** 2-3/4" x 1-1/8" lipless strike standard. ANSI 4-7/8" x 1-1/4" lipless, 2-1/4" full lip, 2-3/4" x 1-1/8" T-strike, security strike also available.

#### CONSTRUCTION FEATURES

**CYLINDERS:** Furnished with solid brass plug and housing, drilled with 6-pin chambers, pinned in 5 unless otherwise specified. Also available with 7 pin cylinders. Available with 6 or 7 pin interchangeable cores. Furnished with two nickel silver keys standard.

**KEYWAYS:** 'G' keyway standard on conventional cylinders. 'A' keyway standard on I/C core cylinders. Also available with some optional keyways. *TO MATCH EXISTING KEYING SYSTEM*

**EXPOSED TRIM:** Wrought brass or bronze reinforced with steel insert.

**CERTIFICATION:** ANSI/BHMA: A156.5, 2001, Grade 2

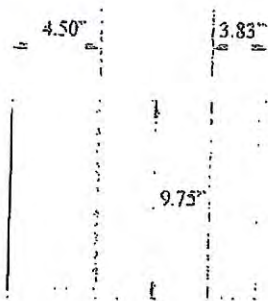
*FINISH TO BE SPECIFIED BY OWNER.*



Piedmont ADA baths



PROJECT:	
PART NO.:	FIXTURE TYPE.:



**HOUSING:** Steel, Painted finish

**DIFFUSER:** Frosted ribbed acrylic with choice of white or brushed nickel ends (Consult factory for custom finishes.)

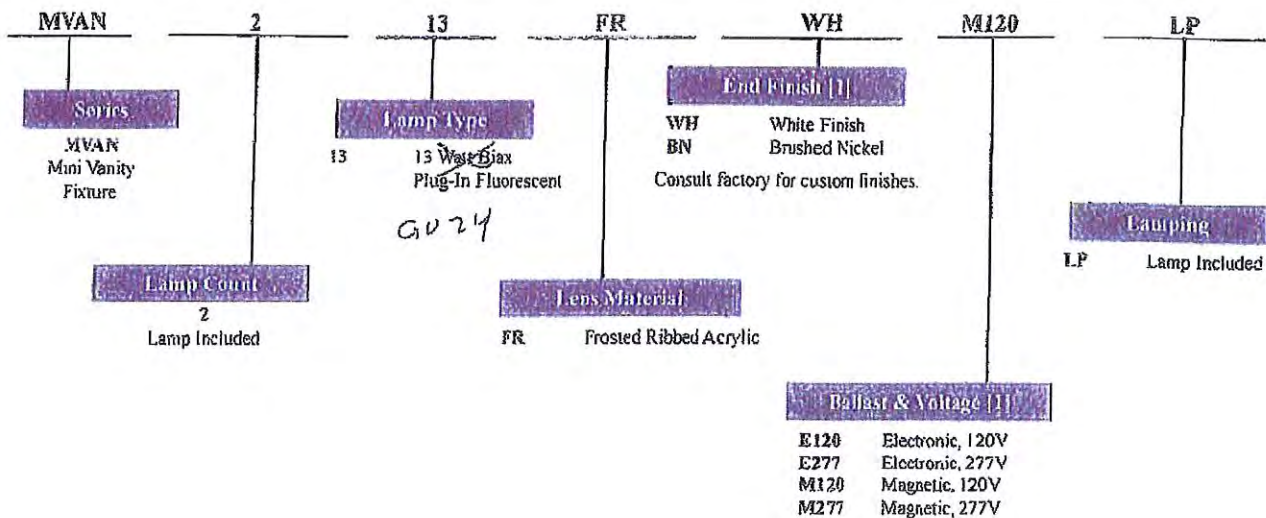
**BALLAST:** Electronic or Magnetic (120V or 277V)

**LAMP:** (2) 13 Watt Plug-In Fluorescents

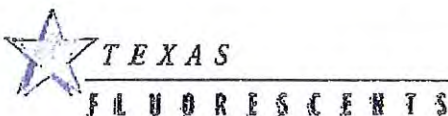
GU24

### ORDERING INFORMATION

Example: MVAN213FRWHM120



NOTE: Specifications and dimensions subject to change without notice. Consult your Texas Fluorescent Lighting Representative for availability and ordering information



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4,5



# TEXAS FLUORESCENTS

## FEATURES & SPECIFICATIONS

### INTENDED USE

Energy smart close-to-ceiling fixtures looks good and is energy efficient. Ideal for circulation spaces and living spaces.

### SIZE W x L x H in inches (mm)

13 1/4" Diameter x 5 3/8" Height

15 1/4" Diameter x 6" Height

### LAMP

13 Watt T2 Mini Spiral GU24 Twist Lock Base 10,000 Hour 2700K Soft White Approved for Use In Totally Enclosed Fixtures Compact Fluorescent Lamp (CFL). Also available with PL Lamps & Electronic Ballasts.

### MOUNTING

Close-to-ceiling surface mounts to standard junction box.

### MATERIALS & FEATURES

Decorative Brushed Nickel ceiling pan is available in two sizes. Frosted melon glass is held to ceiling pan with center all thread and decorative button. Each fixture comes with GU24 sockets included and 13W GU24 lamps.

### DIFFUSER

Frosted Melon glass.

### LISTING

C.U.L. Lamp Location



MADE IN AMERICA

## Flush Mount

Close-to-Ceiling



### LAMP PACKAGE



## ORDERING INFORMATION

Example: HOTCM2G13BN

### HOTCM213GUBN

13 1/4" Diameter x 5 3/8" Height

(2) 13 Watt GU24 Base Included

### HOTCM213E120BNLPA1

15 1/4" Diameter x 6" Height

(2) 13 Watt PL 4-PIN Included

### HOTCM313GUBN

15 1/4" Diameter x 6" Height

(3) 13 Watt GU24 Base Included

### HOTCM313E120BNLPA1

13 1/4" Diameter x 5 3/8" Height

(2) 13 Watt PL 4-PIN Included

## GU LAMP OPTIONS

### Lamping Information

Energy Used:	13 Watts
Volts:	120V
Type:	T2
Base:	GU24
CRI:	>80
Length:	3.39"
Diameter:	1.81"
Light Output:	800 Lumens
Avg. Lifetime:	10,000 Hours
Color:	2700 Kelvin (Warm White)
	4100

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www.texasfluorescents.com email: sales@texasfluorescents.com

Catalog Number:

Notes:



25



## PL Fixture Die Cast Aluminum Lanterns

### FEATURES & SPECIFICATIONS

#### Features

- Wall Mount
- Cast aluminum housing
- UL Type 1 outdoor ballast
- Mounting hardware
- Lamp included
- UL listed

#### Options

- Photocell
- High power factor
- Electronic
- Custom paint

w/ on/off pull chain/switch

### ORDERING INFORMATION



DIE CAST ALUMINUM LANTERNS		
Part Number	Bulb	Size
BAW107WAG	1-PL7 WATT	7-1/2" X 6"
BAW109CAG	1-PL9 WATT	7-1/2" X 6"
BAW113CPJ	1-PL13 WATT	8-1/2" X 5-1/4"
BAW113QWAG	1-PL13 WATT QUAD	7-1/2" X 6"

w/  
13 watt GU24,  
not PL  
4 look

ALUMINUM LANTERNS ARE AVAILABLE IN BLACK, SATIN AND BRONZE.  
PART NUMBERS BEGIN WITH COLOR CODE - BAW, SAW OR BZAW

ALUMINUM LANTERNS COME WITH A JAR OR GLOBE DIFFUSER.

PART NUMBERS END WITH DIFFUSER CODE:

WAG - WHITE ACRYLIC GLOBE

CAG - CLEAR ACRYLIC GLOBE

WPJ - WHITE POLYCARBONATE JAR

CPJ - CLEAR POLYCARBONATE JAR

(972) 247-3171

Factory/Warehouse • 2055 Luna Road • Suite 142 • Carrollton, TX 75006

(972) 247-3171 Phone • (972) 247-0200 Fax

Email [sales@texasfluorescents.com](mailto:sales@texasfluorescents.com)

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(26)

# HOTBD

Coordinated design  
in surface fluorescent,  
close-to-ceiling wall  
and vanity.

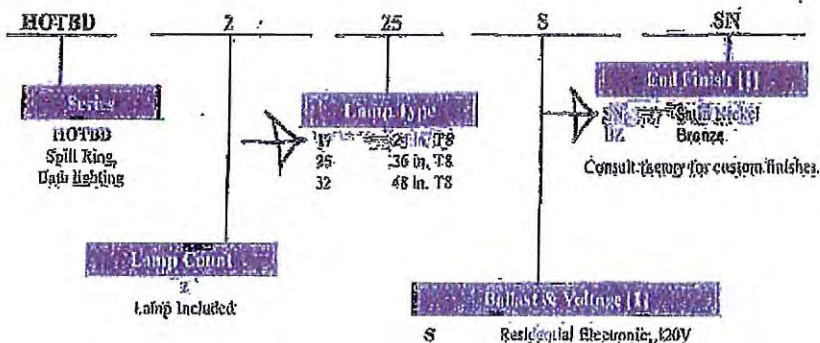
PROJECT:	
PART NO.:	FEATURE TYPE:



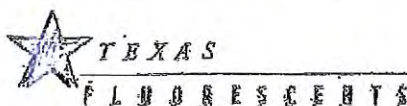
**HOUSING:** Die-formed Cold-rolled Steel  
**DIFFUSER:** Linear sided prismatic lens of extruded acrylic  
**BALLAST:** 120V 60 Hz Electronic Ballast  
**LAMP:** (2) 13 Watt Plug-In or (2) 18 Watt Plug-In Fluorescents  
**EFFICACY:** Meet California 2005 Title 24 Standard  
**CERTIFICATION:** UL, EUL Listed, Energy Star Listed  
**SIZE:** F17T8 - 24.75L x 6.0W x 4.25H  
F25T8 - 36.75L x 6.0W x 4.25H  
F32T8 - 48.60L x 6.0W x 4.25H

## ORDERING INFORMATION

Example: HOTBD225SSN



NOTE: Specifications and dimensions subject to change without notice. Consult your Texas Fluorescent Lighting Representative for availability and ordering information.



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ProLume.



## ProLume GU24 Spirals

**Halco**  
LIGHTING TECHNOLOGIES

### Energy Efficient

- Maximum light distribution achieved through compact design
- Save up to 80% in energy costs compared to incandescent lamps
- Tri-phosphor coating enhances lumen efficacy and color rendering

### Technical Data

- GU24 base
- Electronic instant start ballast
- End-of-Life protection
- 120 volt, 60Hz
- Minimum starting temperature 5°F
- Nickel-plated brass pins

### Broad Assortment

- 11, 13, 15, 18, 23 and 26 watt
- 2700, 3500, 4100, 5000K
- T2, T3, A19, G25, R20 and R30 bulb types

4100K

### Long Life

- 10,000 Hours Average Rated Life

### Benefits

- Use of GU24 socket guarantees use of an energy efficient product
- Saves energy
- Low maintenance

### Applications

- Table lamps
- Ceiling fixtures
- Down lighting

Available in 11,  
13, 15, 18, 23 and  
26 watts.

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# ProLume GU24 Spirals



Bulb Type	Watts	Base	Item #	Product Code	Description	Pkg. Qty.	Color Temp	CRI	Initial Lumens	Incandescent Equivalent	Avg. Rated Life	MOL (Inches)
Ⓞ R20	11	GU24	46542	CFL11/27/R20/GU24	Warm White	6/24	2700	82	340	50	10000	3.00"
T2	13	GU24	*46506	CFL13/27/GU24	Warm White	10/50	2700	82	800	60	10000	3.63"
Ⓞ T2	13	GU24	*46525	CFL13/35/GU24	White	10/50	3500	82	800	60	10000	3.63"
T2	13	GU24	*46526	CFL13/41/GU24	Cool White	10/50	4100	82	800	60	10000	3.63"
T2	13	GU24	*46527	CFL13/50/GU24	Natural White	10/50	5000	82	800	60	10000	3.63"
Ⓞ T3	13	GU24	46544	CFL13/27/GU24/DIM	Warm White Dimmable	10/50	2700	82	800	60	10000	4.00"
Ⓞ A19	15	GU24	46540	CFL15/27/A19/GU24	Warm White	6/24	2700	82	800	60	10000	4.86"
G25	15	GU24	46536	CFL15/27/G25/GU24	Warm White	6/24	2700	82	750	60	10000	4.80"
R30	15	GU24	46538	CFL15/27/R30/GU24	Warm White	6/24	2700	82	750	65	10000	4.76"
T2	18	GU24	*46512	CFL18/27/GU24	Warm White	10/50	2700	82	1200	75	10000	3.90"
Ⓞ T2	18	GU24	*46519	CFL18/35/GU24	White	10/50	3500	82	1200	75	10000	3.90"
T2	18	GU24	*46520	CFL18/41/GU24	Cool White	10/50	4100	82	1200	75	10000	3.90"
T2	18	GU24	*46521	CFL18/50/GU24	Natural White	10/50	5000	82	1200	75	10000	3.90"
Ⓞ T3	18	GU24	46546	CFL18/27/GU24/DIM	Warm White Dimmable	10/50	2700	82	1100	75	10000	4.40"
T2	23	GU24	*46518	CFL23/27/GU24	Warm White	10/50	2700	82	1600	100	10000	4.30"
Ⓞ T2	23	GU24	*46522	CFL23/35/GU24	White	10/50	3500	82	1600	100	10000	4.30"
T2	23	GU24	*46523	CFL23/41/GU24	Cool White	10/50	4100	82	1600	100	10000	4.30"
T2	23	GU24	*46524	CFL23/50/GU24	Natural White	10/50	5000	82	1600	100	10000	4.30"
Ⓞ T3	23	GU24	46548	CFL23/27/GU24/DIM	Warm White Dimmable	10/50	2700	82	1500	100	10000	4.85"
T3	26	GU24	*46528	CFL26/27/GU24	Warm White	10/50	2700	82	1750	100	10000	5.20"
Ⓞ T3	26	GU24	*46531	CFL26/35/GU24	White	10/50	3500	82	1750	100	10000	5.20"
T3	26	GU24	*46529	CFL26/41/GU24	Cool White	10/50	4100	82	1750	100	10000	5.20"
T3	26	GU24	*46530	CFL26/50/GU24	Natural White	10/50	5000	82	1750	100	10000	5.20"

Ⓞ NEW ITEM!

\* UL approved for totally enclosed fixtures with a max ballast case temperature of 90°C for GU24 base lamps, 75°C for medium base lamps.



Ⓢ Hg-LAMP CONTAINS MERCURY; MANAGE IN ACCORD WITH DISPOSAL LAWS.

Visit [www.lamprecycle.org](http://www.lamprecycle.org) for disposal information for your state or local government.

CAUTION: Should not be used on dimming circuits, timing devices, photo sensors or occupancy sensors.

This device is not intended for use with emergency exit fixtures.

This device complies with Part 18 of the FCC Rules. This product may cause interference with radio equipment and should not be installed near maritime safety communications equipment, ships at sea or other critical navigation or communications equipment operating between 0.45-30 MHz.

WARRANTY - Commercial/Industrial This product is warranted for 2 years from the date of purchase, based on 10 hours of use per day.



# HAWS Property Management/ Vendor HQS Checklist

## **KITCHEN**

### **REFRIGERATOR**

- HANDLE/FOOD BARS SECURE
- GASKET NOT DAMAGED
- COOLING PROPERLY

### **RANGE**

- DRIP PANS NOT DAMAGED
- BROIL/BAKE ELEMENTS WORK
- ALL RANGE EYES WORK
- OVEN HANDLE SECURE
- MUST BE ABLE TO READ KNOBS
- GASKET NOT DAMAGED

### **RANGEHOOD**

- LIGHT/FAN MUST WORK
- FILTER SECURED & CLEAN
- NO OPEN ELECTRICAL SPLICES

### **DISHWASHER**

- DOOR LATCHES
- MUST WORK

### **GARBAGE DISPOSAL**

- MUST WORK PROPERLY
- PROPER ELECTRICAL CONNECTION

### **SINKS**

- FAUCET MUST WORK, NO LEAKS
- MUST HAVE STOPPER

### **CABINET / DRAWERS**

- HANDLES/KNOBS SECURE
- NOT LOOSE OR HANGING

## **LIVING/DINING ROOM**

### **CEILING FAN**

- WORKS
- NO EXCESSIVE MOVEMENT

## **BATHROOM(S)**

### **SHOWER, TUB, SINK, TOILET**

- MUST HAVE STOPPER
- MUST DRAIN PROPERLY
- NO BROKEN TILE
- MUST HAVE VENTILATION
- NO FAUCET LEAKS
- NO LOOSE TOILETS

## **THROUGH-OUT APARTMENT/HOME**

- NO PEELING PAINT
- NO BROKEN WINDOWS
- NO TRIP HAZARDS
- SWITCH/OUTLETS WORKING &  
ELECTRIC PLATE COVERS  
SECURED & NOT CRACKED
- CLOSET DOORS MUST OPEN AND CLOSE  
PROPERLY
- NO SIGNS OF ROACHES OR RODENTS
- CARPET CLEAN & NO TEARS
- NO MOLD-LIKE GROWTH
- LIGHT FIXTURES MUST WORK

## **THROUGH-OUT APARTMENT/HOME Cont'd**

- GLOBES IN PLACE & NOT BROKEN
- WINDOW SCREENS-NO HOLES &  
SECURED PROPERLY
- NO WATER LEAKS
- GFCI OUTLET MUST WORK
- FLUORESCENT LIGHTS WORK
- ELECTRICAL OUTLETS MUST TEST  
PROPERLY & BE SECURED
- HVAC SYSTEMS MUST BE WORKING  
PROPERLY
- THERMOSTAT - NOT BROKEN
- NO HOLES IN WALL OR DOORS
- VINYL FLOORING NOT CURLING OR TORN -  
SECURED PROPERLY
- NO LOOSE DOOR KNOBS
- NO DAMAGED WOOD
- WINDOWS MUST OPERATE PROPERLY  
WITH ATTACHED LOCKS

## **SMOKE/CARBON MONOXIDE DETECTORS**

- ALL DETECTORS SECURED
- WORKING BATTERY IN SMOKE/CARBON  
MONOXIDE DETECTORS
- SMOKE DETECTOR IN HALL & EACH  
SLEEPING AREA/LEVEL
- CARBON MONOXIDE DETECTOR  
ON EACH LEVEL

## **WATER HEATER**

- MUST HAVE WIRE CONNECTORS
- MUST HAVE PRV DISCHARGE PIPE  
WITHIN 6" OFF THE FLOOR
- ADJUST TO 120 DEGREES

## **UTILITIES ALL MUST BE ON!**

## **EXTERIOR**

- GRASS CUT/ YARDS FREE OF  
DEBRIS
- NO PLANTS/TREES TOUCHING THE UNIT  
OR ROOF
- NO PEELING PAINT
- GUTTERS/DOWNSPOUTS SECURED AND  
CLEAN
- NO DAMAGED WOOD
- STEPS TREADS (4) OR MORE MUST HAVE  
HANDRAIL
- OUTSIDE LIGHTS MUST WORK
- NO ABANDONED CARS
- NO HAZARDOUS CONDITIONS

## **EXTERIOR DOORS**

- MUST CLOSE & LOCK
- WEATHER STRIPPING ON ALL OUTSIDE  
DOORS
- SWEEP IN PLACE WHERE NEEDED
- NO CRACKS OR HOLES
- PROVIDE KEYS FOR ALL LOCKS

**Exhibit I**

**Section 3 Explanation and Submittal Form**

## Section 3 Business Preference Explanation

1.0 Introduction. The purpose of this document is to, in simplified terms, explain to proposer's major issues pertaining to the Section 3 Business Preference program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Housing Authority of the city of Winston-Salem, NC (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing within Forsyth County, NC (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term "Section 3 resident" mean?

3.1 A "Section 3 resident" is:

3.1.1 A public housing resident of the Agency; or

3.1.2 A low- or very low-income resident of Forsyth County, NC.

3.1.2.1 Low- and very low-income residents within Forsyth County, NC within the following income levels for FY 2021 (Median Income = \$68,900):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$24,150	\$27,600	\$31,050	\$34,450	\$37,250	\$40,000	\$42,750	\$45,500
Extremely Low (30%)	\$14,500	\$17,420	\$21,960	\$26,500	\$31,040	\$35,580	\$40,120	\$44,660
Low (80%)	\$38,600	\$44,100	\$49,600	\$55,100	\$59,550	\$63,950	\$68,350	\$72,750
Income Limit figures are based on FY2021 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2021 FMR documentation.								

4.0 What does the term "Section 3 business concern" mean?



## Section 3 Business Preference Explanation

4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:

4.1.1 It is 51% or more owned by a Section 3 resident; or

4.1.2 At least 30% of its full-time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or

4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all proposers and proposers the option of a Preference.

5.2 In response to a competitive solicitation (this Request for Proposals or RFP), proposers are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the proposer to be deemed non-responsive); however, if a proposer does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.

5.3 Regardless of whether a proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Agency take part in the Section 3 program?

6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extent feasible," take part in the program.

6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon). Pertaining to this Request for Proposals competitive solicitation process, the Agency will give a Preference based upon the following:

## Section 3 Business Preference Explanation

[Table No. 2]

Max Point Value	Factor Type	Factor Description
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a. 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.
13 points		Priority II, Category 1b. 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.
11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b. 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.
7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a. 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.
3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Available Preference Points (Additional)

- 6.1.2 It is possible that a contractor may demonstrate, to the Agency's satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Agency or that contractor may be deemed not responsible by the Agency and the contract may be, at the Agency's discretion, not awarded or terminated.

## Section 3 Business Preference Explanation

- 7.0 Be aware that, as detailed within §135.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract, he/she is thereby agreeing to comply with the following:

### SECTION 3 CLAUSE

- 7.1 The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Section 3 covered project.
- 7.2 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 7.3 The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 7.4 The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- 7.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 7.6 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.

## Section 3 Business Preference Explanation

- 7.7 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 Action (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 8.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 8.1 Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 8.2 Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 8.3 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 8.4 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 8.5 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 8.6 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 8.7 Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.



## Section 3 Business Preference Explanation

- 8.8 Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.
- 8.9 Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 8.10 Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 8.11 Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
- 8.12 Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
- 8.13 Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 8.14 Employing a job coordinator or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.
- 8.15 For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 8.16 Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 8.17 Undertaking job counseling, education, and related programs in association with local educational institutions.
- 8.18 Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 8.19 After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

## Section 3 Business Preference Explanation

- 8.20 Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 9.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts to Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1 Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 9.2 In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 9.3 Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 9.4 Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
- 9.5 For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 9.6 Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the proposal invitations or request for proposals.
- 9.7 Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 9.8 Coordinating pre-proposal meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 9.9 Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9.10 Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

## Section 3 Business Preference Explanation

- 9.11 Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 9.12 Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 9.13 Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 9.14 Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 9.15 Developing a list of eligible section 3 business concerns.
- 9.16 For the Agency, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
- 9.17 Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 9.18 Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 9.19 Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 9.20 Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21 Actively supporting joint ventures with section 3 business concerns.
- 9.22 Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

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## Section 3 Business Preference Submittal Form

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

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

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

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

☐ Not claiming Section 3 business preference (skip the following questions and pages of the form and sign below)

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

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

**For the business entity as applicable:**

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

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

☐ List of subcontracted Section 3 business and subcontract amount

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

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

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

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

**Corporate Seal**

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

My term expires: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



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

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

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

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

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

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

Goal of These Contracts for Project Area Businesses:

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

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

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

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

---

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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## SECTION 3 BUSINESS PREFERENCE CLAUSE

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

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

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## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

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

### Priority I

#### Category 1a Business

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

### Priority II

#### Category 1b Business

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

### Priority III

#### Category 2a Business

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

### Priority IV

#### Category 2b Business

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

### Priority V

#### Category 3 Business

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

### Priority VI

#### Category 4a Business

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

### Priority VII

#### Category 4b Business

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

### Eligibility for Preference

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

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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



**Exhibit J**

**HAWS Property Profile**

		HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM										
		Property Profile Location of Service Area										
		Bedroom Size										
PROPERTY	HUD #	Dev. Type	Acres	General Location	0	1	2	3	4	Bldg	Total Units/ Property	Year Occupied
Imperial Management (Affordable Market Rate Properties)												
Plaza Apartments	N/A	Multi-Family	3.95	900 Block of Thurmond	10	11	48			6	78	1960
Drayton Pines	N/A	Multi-Family	8.66	1350 Cherry Street			33	11		22	44	1985
Single Family Home	N/A	Single	Lot	1007 E. Seventeenth St.			1			1	1	1948
Single Family Home	N/A	Single	Lot	1027 E. Seventeenth St.			1			1	1	1948
Single Family Home	N/A	Single	Lot	1039 E. Seventeenth St.			1			1	1	1948
Bethlehem Point	Imperial	Multi-Family	0.934	1821 North Cleveland			12				12	1966
Fairview Landing*		Multi-Family		1124 Burke Village Ln		9	75				84	
				Sub-Total Units							221	
Public Housing												
Piedmont Park	003	Public Housing	26.83	1130 E 29th Street		42	116	62	20	58	240	1953
Cleveland Ave Homes	006	Public Housing	14.84	1135 East 15th Street		28	120	68	28	43	244	1956
Sunrise Towers	008	Public Housing	3.07	801 Martin Luther King Jr. Drive		195				1	195	1971
Crystal Towers	009	Public Housing	2.05	625 West 6th Street		201				1	201	1972
Townview Apartments	021	Public Housing	6.95	635 West 13th Street			35	14		25	49	1981
Healy Towers	012	Public Housing	2.98	3450 Healy Drive Towers	30	75				1	106	1982
Oaks At Tenth	037	Public Housing	2.58	795 Johnson Square Circle		22	22	6		6	50	2014
Stoney Glen	022	Public Housing	11.81	3751 Stoney Glen Drive			48			25	48	2014
Camden Station	038'	Public Housing	1.3	1205 Cleveland Ave		14	14	2		4	30	2015
General Notes:												
* Units currently in development or under construction not in the count												
Sub-Totals Units											1163	
Grand Total											1384	

**Exhibit K**

**HAWS Sample Contract**

## **AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM AND GENERAL CONTRACTOR**

This contract (the “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, (hereinafter, the “**Contractor**”) and the Housing Authority of the City of Winston Salem (hereinafter, “**HAWS**” or the “**Authority**”).

**SCOPE OF CONTRACT:** The parties to this Contract hereby acknowledge and agree that all documents comprising the “Invitation for Bid for the Vacant Unit Renovations issued by HAWS on August 19, 2021 and identified as IFB 21-0819 HAWS are hereby incorporated into this Contract by reference and are made a part of this Contract as if fully set forth herein (hereinafter said documents to be collectively referred to as the “Contract Documents”). **The Contractor hereby warrants that it has read and is familiar with all of the Contract Documents; and the Contractor agrees to be bound by the terms of the Contract Documents, specifically and expressly including the General Conditions for Non-Construction Contracts (HUD-5370-C, Section I and II).**

**SECTION 1. General Scope of Work:** The Contractor shall furnish all labor, material, equipment and services required to construct and complete the Scope of Work described in IFB 21-0819 HAWS; and the Contractor shall do so in full and strict accordance with all of the specifications, plans, and requirements cited therein.

**SECTION 2. Contract Amount:**

- A. HAWS shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions only as provided for by the General Conditions for Non-Construction Contracts (HUD-5370-CI and II), which document is incorporated into the Contract by reference as if fully set forth herein. The total not-to-exceed value of the Contract (the “Contract Amount”) is:

\_\_\_\_\_ (\$X,XXX,XXX.XX).

- B. The Contract Amount is derived from the proposed fee schedule (the “Fee Schedule”) submitted by the Contractor in response to IFB 21-0819 HAWS, which Fee Schedule shall apply throughout the duration of the Contract unless amended by agreement of the parties.

**SECTION 3. Invoices and Payments:**

- A. HAWS will make progress payments pursuant to the schedule outlined in Clause 27 of the General Conditions for Construction Contracts (HUD-5370), which document is incorporated into the Contract by reference as if fully set forth herein. **N/A**

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- B. Periodic estimates and payment requests shall be submitted to:

Housing Authority of the City of Winston Salem  
Attn: FINANCE Department  
500 West Fourth Street, Suite 300  
Winston-Salem, NC, 27101

### **SECTION 4. Notices:**

- A. Any notices, claims, requests, or similar communications made for the purpose of providing material information to HAWS, requesting Contract modification, or raising a dispute under the Contract must be submitted in writing to:

Housing Authority of the City of Winston Salem  
Attn: Clinton Thomas, Director of Procurement  
500 West Fourth Street, Suite 300  
Winston-Salem, NC, 27101

- B. Any notices, claims, requests, or similar communications made for the purpose of providing material information to the Contractor, requesting Contract modification, or raising or responding to a dispute under the Contract must be submitted in writing to:

Name:  
Street Address:  
City, State, Zip:

### **SECTION 5. Warranties:**

Any express warranties provided by the Contractor, including those recited in the Contract Documents, shall be in addition to and not in lieu of any and all warranties inuring to the benefit of HAWS, be they express or implied, under North Carolina law. The provision by the Contractor of any express warranties does not waive or abdicate in any way HAWS' protection under any and all implied warranties.

### **SECTION 6. Compliance:**

- A. It is the Contractor's responsibility to ensure that all goods and services provided under the Contract conform to all local, state, and federal laws concerning health, safety, and environmental conditions. The Contractor hereby agrees to be responsible for all costs incurred in complying with any such laws. No time extensions will be granted or financial consideration given by HAWS to the Contractor for time or monies lost due to violations of any such laws. The Contractor hereby agrees to indemnify and hold harmless HAWS from any costs (including fines) incurred by HAWS as a result of the Contractor's violations of any such laws.



- B. The Contractor understands and agrees that HAWS has made no representation regarding the presence or absence of any hazardous materials on, in, or around the job site. Furthermore, the Contractor agrees that HAWS had made no representation or assessment regarding the need for environmental testing or abatement on, in, or around the job site. The Contractor hereby agrees to indemnify and hold harmless HAWS from any costs (including fines) incurred by HAWS as a result of the Contractor's failure to conduct any required environmental testing and/or abatement in the performance of the Contract.

**SECTION 7. Indemnification:**

The Contractor shall indemnify, defend, and hold HAWS (including its Commissioners, officers, and employees) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs, and other expenses of any kind and character, which are caused by, arise out of, or occur due to any action or failure to act by the Contractor, including the failure of the Contractor to abide by the applicable professional standards within its industry or to comply with the terms, conditions, or covenants of this Contract. It is expressly agreed that the Contractor shall, at its own expense, defend HAWS (including its Commissioners, officers, and employees) against any and all claims, suits, or actions brought against it as a result of, by reason of, arising out of, on account of, or in consequence of any action or failure to act by the Contractor, including the failure of the Contractor to abide by the applicable professional standards within its industry or to comply with the terms, conditions, or covenants of this Contract.

The Contractor shall indemnify, defend, and hold HAWS (including its Commissioners, officers, and employees) harmless from and against any and all claims of lien filed by any subcontractor of any tier, which claims of lien arise out of work performed under the Contract.

Any money due to the Contractor under this Contract, which HAWS believes must be withheld from the Contractor to protect HAWS, may be retained by HAWS so long as it is reasonably necessary to ensure HAWS' protection; or, either in addition or in the alternative, at HAWS' sole discretion, the Contractor's surety may be held.

**SECTION 8. Miscellaneous:**

- A. This Contract shall be governed and determined by the laws of the United States and the State of North Carolina.
- B. Any action or proceeding related to or arising out of this Contract shall be resolved only in a court of competent jurisdiction in the City of Winston-Salem, North Carolina (or the court of competent jurisdiction closest to the City of Winston-Salem if no court of competent jurisdiction resides in the City of Winston-Salem, NC), and the parties expressly waive any right they may have to cause any such action or proceeding to be brought or tried elsewhere.

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- C. The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.
- D. It is agreed by and between HAWS and the Contractor that in no event shall any individual (or group of) Commissioners, official, officer, or employee of HAWS be personally liable or responsible for any covenant or agreement contained in the Contract Documents. Contractor hereby waives any right to pursue any claim or cause of action against any individual (or group of) Commissioner, official, officer, or employee of HAWS for any action or failure to act regarding this Contract.
- E. A waiver by either party of any term or condition of the Contract Documents in any one instance shall not be deemed or construed as a waiver of any such term or condition in any other instances.
- F. In no event shall HAWS be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.
- G. Signature page continued on next page.

**THE UNDERSIGNED REPRESENTATIVE OF EACH PARTY HEREBY ACKNOWLEDGES BY SIGNATURE BELOW THAT THEY HAVE REVIEWED THE FOREGOING AND AGREE TO ABIDE BY THEIR RESPECTIVE OBLIGATIONS:**

**HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM (“HAWS”)**

By: \_\_\_\_\_ (SEAL)

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

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

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

\_\_\_\_\_ (“Contractor”)

By: \_\_\_\_\_ (SEAL)

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

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

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