

KING COUNTY HOUSING AUTHORITY



REQUEST FOR PROPOSALS (RFP)

TASK ORDER CONTRACT

For

LANDSCAPE

SERVICES

ISSUE DATE: June 30, 2022

DUE DATE: JULY 21, 2022 at 2:00 PM

REQUEST FOR PROPOSALS TO PROVIDE LANDSCAPE SERVICES AT KING COUNTY HOUSING AUTHORITY PROPERTIES

The King County Housing Authority is accepting proposals from qualified, licensed **LANDSCAPE Companies** to provide services at various King County Housing Authority properties.

Proposals will be accepted until **JULY 21, 2022 at 2:00pm** by emailing to Danielle Munroe at daniellem@kcha.org

Obtaining the RFP: Complete RFP packets are located online at King County Housing Authority website at <https://www.KCHA.org/business/construction/open/>. You may also request one via email at daniellem@kcha.org There is no cost for requesting a packet.

Questions: We highly encourage any questions or requests for further information or clarification to be directed, in writing, to daniellem@kcha.org by **July 12, 2022 at 2:00PM.**

Pre-Proposal Conference: Pre-proposal conference will be held via Zoom on **Tuesday, July 12, 2022 at 9:00am.** Please email daniellem@kcha.org no later than 3:30 pm on Monday, July 11, 2022, if interested in attending the call. Contractors are encouraged to attend; however, attendance is not mandatory.

REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE SERVICES

BACKGROUND:

King County Housing Authority (“KCHA” or “OWNER”) is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income people. KCHA operates in King County outside the cities of Seattle and Renton. KCHA administers over 18,000 low and moderate-income apartment units under a variety of Federal, State and Local assisted housing programs that support a wide mix of single, family, disabled and special needs households in King County, Skagit County and Thurston County. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA manages, maintains and modernizes these housing units. Professional services are required from time to time to provide specialized experience and technical competence to handle some routine and non-routine projects.

All information submitted to KCHA will become public records, as per RCW 42.56. If you are submitting information you believe is confidential and/or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

KCHA is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on KCHA contracts.

SCOPE OF WORK:

The contractor(s) will be expected to provide periodic support to property management sites for work taking place at residential apartment complexes, mid-rise buildings, multi-family and single-family properties and commercial properties located throughout King County, as well as in Sedro Woolley (Skagit County) and Olympia (Thurston County).

Contracted services include, but are not limited to: temporary weekly landscaping tasks, such as mowing, weeding, trimming, hard edging, line edging and blowing. Other periodic tasks may include; periodic inspection, maintenance and/or start-up or shut-down of irrigation systems, pressure washing, beautification (bark, mulch or gravel upkeep/installation), retention/detention pond maintenance and clean-up, planting, seeding, fertilizing, pesticide application, tree pruning, snow removal as well as other site clean-up with additional descriptions in **Attachment O “Clarifications and Landscaping Schedule”**; and any permitting where required by regulations.

Such landscaping services are to be provided on an “as needed” basis pursuant to the issuance of Task Orders for specific and selected services during the term of the contract. The intent of this contract is for services to be provided in a timely manner for projects that need prompt response or to assist the KCHA in maximizing its efficiencies on executing and completing projects. All service requests are expected to be responded to within two (2) business days unless KCHA has declared the work as an emergency. Emergency work is expected to be responded to within forty-eight (48) hours. It is the responsibility of KCHA to declare any request as an emergency.

The selected contractor(s) shall furnish all expertise, labor and resources in accordance with the requirements of KCHA and shall provide complete services necessary for the Task Order(s) issued during the contract. KCHA may or may not utilize these services or a portion of the services during the term of the contract. KCHA is under

no obligation to fully expend the contract amount with the selected firm. KCHA reserves the right to select more than one contractor at its own discretion.

KCHA shall pay on invoices within 30 days of receipt from the Contractor. For projects subject to Davis-Bacon requirements, Certified Payrolls must be submitted with the invoice for services performed.

CONTRACT TERM:

We anticipate the initial term of the contract shall be three (3) years. KCHA, at its sole discretion and option, may renew the contract incrementally or in whole for up to two (2) additional years. With the exception of emergency work, a Purchase Order number must be acquired by the contractor from KCHA prior to scheduling or performing any service under this contract. KCHA has sole discretion for determining whether work qualifies as an emergency.

LABOR AND MATERIAL RATES:

1. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), OWNER must ensure that contractors do not pay its employees that perform such work for the OWNER at a rate less than the rates listed on the HUD Maintenance Wage Rate Determination. Therefore, by submitting a bid, each proposer is thereby agreeing to and verifying that they will not pay their employees at rates less than those listed in Attachment E. It is the contractor's responsibility to review the wage rates and request additional classifications from the OWNER as needed for specific work.
2. HUD issues revised Maintenance wage rates on a biennial basis. Wages to employees must be adjusted to meet the minimum required wages prior to renewal or extension of any contract..
3. HUD has determined that a Record of Employee Interview (Wage Interview) must be completed by a "representative sample" of workers for each contract. Over the course of the year, KCHA staff may interview your employees while on our job site and ask them questions regarding their names, job duties, and pay. It is a federal requirement that these interviews are completed, and it is also a requirement of any contract issued under this RFP.
4. If the contractor is required to pay Davis-Bacon wage rates (for all "construction in excess of \$2,000"), KCHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wage rates may be viewed via the following steps:
 - a. Enter [SAM.gov | Search](https://sam.gov) and follow the directions to determine the proper wage rate.
 - b. Weekly certified payrolls are required for all work performed under Davis-Bacon rules.
5. All wage rules and requirements must be cascaded down to all subcontractors through contractually binding agreements.
6. The contractor's proposal must clearly indicate the mark-up percentage of any materials over wholesale cost. Material rates must be itemized on invoices submitted at job completion.

BONDS:

Bid, payment and performance bonds will not be required for RFP submission or any resulting contract.

SELECTION PROCESS:

KCHA will check and evaluate all submittals for responsiveness to this RFP. A committee of KCHA personnel will rate contractors based on Pricing, Completeness of Proposal Response, and Section 3 Qualifications. Based on this initial scoring, one or more bidders may be asked to participate in a panel interview in which the Technical Qualifications and Management Qualifications scoring will be finalized. The rating system will be in accordance with the Evaluation Criteria listed below.

1. KCHA will then enter into negotiations with the selected highest scoring candidate(s) to finalize contract terms and associated costs of the services to be performed. If mutually agreeable terms cannot be met, KCHA may terminate negotiations and begin negotiations with the next highest scored candidate. This process may be repeated as necessary.
2. In addition to requirements listed in forms HUD-5369B, and HUD-5370c Sections I & II as applicable (see attached), a responsible/qualified company must meet the following standards:
 - a) Have had documented five years minimum of experience in the **LANDSCAPE** trade.
 - b) Have the technical and financial resources to perform and complete the projects successfully in compliance with the attached specifications, terms and General Conditions of the contract.
 - c) Have a good record of past performance which includes, but is not limited to, quality of work, ability to complete projects on time, Contractor's integrity, compliance with public policy, financial, contractual and tax obligations, and Federal and State rules and regulations in performing contracts. Please complete the attached "bidder's information/contractor certification" form.

If a proposal is determined to be "non-responsive", KCHA will issue, in writing, the specific reasons for this determination. A company whose bid is determined non-responsive will be allowed to appeal the decision. The appeal must be in writing and must be delivered to KCHA at the address provided in the determination notice of "non-responsive" within 2 business days after KCHA makes the decision. The appeal may include additional information that was not included in the original proposal documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

EVALUATION CRITERIA

Prospective proposers will be evaluated by KCHA based on the following criteria:

1. Pricing: 50 points

Provide pricing as required in **Attachment H**

2. Completeness of Bid Response: 5 points

Submit a complete, clear, and reasonable pricing sheet. Provide a quality work plan which demonstrates understanding of KCHA's requirements

3. Technical Qualifications: 15 points

Describe your company’s experience and capabilities in providing Landscape Maintenance Services per the scope of work. Demonstrate ability to respond quickly to service requests and complete work within the agreed upon time frame. Convey process to accurately and precisely determine needed materials and quantities.

4. Management Qualifications:

15 points

Describe company structure and ability to provide stellar customer service for multiple satellite offices, including a single point of contact for all escalated business concerns. Provide clear description of invoicing process and ability to work with a purchase order process.

5. Meeting requirements of Section 3 Category/Strategy:

15 points

See attached document for the Section 3 of the Housing and Urban Development Act of 1968 points structure. Applicants who meet the Section 3 Business categories must indicate in the proposal under which category they are qualified and then are responsible for providing all documentation or other information which supports the applicant’s declared category.

CONDITIONS OF PROPOSAL:

See attached form HUD 5369B “Instructions to Offerors – Non-Construction”, and forms HUD-5370c Sections I & II “General Conditions for Non-Construction Contracts”.

In addition, KCHA reserves the right: 1) to reject/cancel any or all proposals; 2) to award the contract, in full or in part, to one contractor or a number of contractors; 3) to award the contract in different phases based on budget condition; 4) to define and waive any informalities in the RFP; 5) to make a final judgment whether the proposals are responsive or non-responsive to the RFP after carefully evaluating the RFP results, and considering all of the factors; and 6) to make contract awards only to responsible/qualified contractors who meet KCHA’s standards for a specific project as indicated on page 5 item 2 and listed in attachment A, item B. All non-responsive proposals or proposals received from non-responsible or unqualified contractors will be rejected.

KCHA also reserves the right to obtain clarification of any point in a contractor’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a contractor to respond to such a request for additional information or clarification could result in rejection of the contractor’s proposal.

This RFP does not commit KCHA to pay any costs incurred by any contractor in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

KCHA INSURANCE AND INDEMNIFICATION LANGUAGE

INSURANCE REQUIREMENTS:

Any contractor awarded a contract under this RFP shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the contractor. By requiring the insurance below, KCHA makes no statement or representation that such coverage and limits are

independently adequate for the contractor's business operations. Responding contractors are encouraged to contact their insurance representative to establish such adequacy.

Minimum Insurance Requirements

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability written on an "occurrence" basis.
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Contractor's Pollution Liability with coverage at least three (3) years after the completion of the work.

Minimum Coverage:

Shall be at least as broad as:

1. **General Liability (CGL):** \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and products/completed operations with no less than a \$2,000,000 aggregate limit
2. **Automobile Liability:** \$ 1,000,000.00 per accident for bodily injury/property damage.
3. **Washington Stop Gap:** \$ 1,000,000.00 per accident for bodily injury, sickness, or disease.
4. **Pollution Liability:** \$ 1,000,000.00 per claim applicable to the work performed covering pollution and/or asbestos liability with a \$ 2,000,000 aggregate limit.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

1. The CGL Automobile, and Contractor's Pollution Liability policies shall contain, or be endorse to contain, a provision naming KCHA, and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the contractor.
2. The contractor's insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, agents, partners, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after **thirty (30) days** [Ten days (10) for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to KCHA.

4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A- Contractors must provide written verification of their insurer's rating.
6. **Verification of Coverage:** The contractor shall furnish KCHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before contractor commences delivery or products or services. KCHA reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. **Subcontractors:** Any subcontractor shall include KCHA, its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The contractor shall be responsible for subcontractors complying with such requirement, and failure to comply shall constitute breach of contract by the contractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION

The contractor hereby agrees to indemnify, defend, and hold harmless KCHA, and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively "Indemnities"), from and against any and all claims losses, harm, costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the contractor, its successors, and assigns, employees, subcontractors or anyone acting on the contractor's behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the contractor or the contractor's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the contractor's negligence or the negligence of its agents, employees.

FURTHERMORE, the contractor acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the contractor's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the contractor.

SUBMISSION OF PROPOSAL:

Proposals shall be **EMAILED** with the subject line “**PROPOSAL LANDSCAPE TASK ORDER - RFP**”. An official authorized to represent the company must sign all the following documentation:

1. A signed response (Cover letter) pertinent to the **Evaluation Criteria** that includes demonstration of understanding of the professional services requested, evidence of company’s ability to perform the work, and other appropriate information;
2. Other attachments as indicated in the “Attachment List” that are required to be returned. See items marked “Return with Submission” on the RFP Attachment List shown below.

Proposals are due via email to Danielle Munroe daniellem@kcha.org , Management Analyst at the King County Housing Authority, no later than **THURSDAY, JULY 21, 2022 by 2:00PM.** Proposals received after due date and time WILL NOT be accepted.

RFP ATTACHMENT LIST

A.	KCHA’s General Conditions	(Information Only)
B.	<u>Instructions to Bidders for Contracts HUD-5369B</u>	(Information Only)
C.	General Conditions of the contract for Non-Construction HUD-5370C	(Information Only)
D.	Fair Housing / Accessibility Notice	(Information Only)
E.	HUD MWRD Non-Routine Maintenance	(Information Only)
F.	<u>Non-collusive affidavit</u>	Return with Submission
G.	<u>Equal opportunity</u>	Return with Submission
H.	<u>Pricing sheet</u>	Return with Submission
I.	<u>Bidder’s Qualification and Subcontractor’s List</u>	Return with Submission
J.	<u>Contractor Certification</u>	Return with Submission
K.	<u>Section 3 Certification and Clause</u>	Return with Submission
L.	<u>Certification of Payments to Influence Federal Trans. HUD 50071</u>	Return with Submission
M.	<u>Disclosure of Lobbying Activities HUD SF-LLL</u>	Return with Submission
N.	<u>Certification of Compliance with Washington State Wage Payment</u>	Return with Submission
O.	Clarifications and Schedule	(Information Only)

ATTACHMENT A

King County Housing Authority (OWNER'S) GENERAL CONDITIONS

- A. All work is to be executed in accordance with applicable building codes, as adapted by the Authority having jurisdiction and other applicable codes and in accordance with generally accepted industry standards. All products and materials are to be new and handled and applied in accordance with the manufacturer's recommendations.
- B. A responsible/qualified contractor must meet the following minimum standards:
 - a. Have had five years experience under the same name in the **LANDSCAPING** contracting business, or, if less than five years, must have successfully completed at least five projects similar in scope and value.
 - b. Subcontractors shall have five years experience under the same name in the **LANDSCAPING** contracting business, or, if less than five years, must have successfully completed at least five projects similar in scope and value.
 - c. Have the technical and financial resources to perform and complete the projects successfully in compliance with the drawings and specifications, terms and conditions of the contract, and actually perform a major portion of the work—at least seventy-five percent (75%) of the work.
 - d. Have a good record of past performance that includes, but is not limited to, high quality work, ability to complete projects on time, contractors integrity, compliance with public policy, financial, contractual and tax obligations, as well as Federal and State rules and regulations in performing construction projects.
- C. Contractor shall pay for and obtain all permits, licenses and inspections necessary for proper execution and completion of the work.
- D. Work shall be completed within the time period negotiated between the OWNER and the contractor.
- E. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER. If the Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the OWNER in writing. The OWNER shall make a final judgment as to the intent of Contract Documents.
- F. If Contractor performs any construction activity, and it knows or should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the cost of performance and, shall bear the cost for its correction.
- G. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the OWNER, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- H. Substitutions shall be allowed where qualities and attributes including, but not limited to, performance, weight, size, durability, visual effect, and specific features and requirements indicated are deemed equal or greater by the OWNER in the OWNER's sole discretion. All

ATTACHMENT A

requests for substitutions must be made in writing to the OWNER and shall not be deemed to be approved until and unless approved in writing by the OWNER.

- I. Contractor is to protect existing structures, landscaping and other property during the course of work. Barricades and other temporary protective measures shall be employed as necessary to prevent damage to Contractor's work and to prevent damage or injury to others and their property. Any property damaged by contractor shall be repaired or replaced at Contractor's expense.
- J. Before commencing any excavation or cutting concrete, Contractor shall provide notice to the OWNER and utilities companies, and employ the services of a locator services. Any property damaged by contractor shall be repaired or replaced at Contractor's expense.
- K. All work shall be performed between the hours of 8:00 a.m. – 5:00 p.m. Except emergency work all work performed outside of these hours shall be approved, in advance, by THE OWNER.
- L. Workers shall keep noise levels at a minimum and will conduct themselves in a professional manner at all times while on the property.
- M. Parking is limited and as such the on-site staff requires knowledge of all contractors' vehicle movements within the property.
- N. The Contractor shall provide an approved Statement of Intent to Pay Prevailing Wage from the WA State Department of Labor and Industries prior to beginning work. An Affidavit of Wages Paid must be submitted at the end of the contract.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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 (excl. 11/30/2023)

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.
- #### 3. Termination for Convenience and Default
- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
 - (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
 - (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
 - (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

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 \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

ATTACHMENT D

FAIR HOUSING / ACCESSIBILITY NOTICE

Subject: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Purpose: The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.

Notifications: Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

To read the full text of the Notice: Go to www.KCHA.org, Notice to all Contractors, Vendors and Property KCHAs doing business with King County Housing Authority.... and click on and read - [Fair Housing /Accessibility Notice](#)

Maintenance Wage Rate Determination		U.S. Department of Housing and Urban Development Office of Labor Relations	
Agency Name: King County Housing Authority 600 Andover Park W Tukwila, WA 98188		LR 2000 Agency ID No: WA002-ALL	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
		Effective Date: November 1, 2019	Expiration Date: October 31, 2022
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.			
<u>/s/ Eugene Hairston, DBLS</u> HUD Labor Relations (Name, Title, Signature)		<u>6.22.2020</u> Date	
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	
Regional Maintenance Mechanic	\$32.02	\$10.49	
Maintenance Mechanic	\$27.06	\$8.85	
Laborer	\$25.27	\$8.27	
Landscape/Cleaner	\$19.78	\$6.30	
ELEVATOR MECHANIC.....	\$55.86	\$39.76	
<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial			

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158
Agency Name:	LR 2000 Agency ID No:	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date:	Expiration Date:
<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>		
_____ HUD Labor Relations (Name, Title, Signature)		_____ Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Continued on next page		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158
Agency Name:	LR 2000 Agency ID No:	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date:	Expiration Date:
<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>		
HUD Labor Relations (Name, Title, Signature)		Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

ATTACHMENT F
REQUEST FOR PROPOSALS
LANDSCAPING – TASK ORDER CONTRACT

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF WASHINGTON)) ss
COUNTY OF KING))

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the company of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against KING COUNTY HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation.

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 20__

My commission expires _____, 20__

ATTACHMENT G

EQUAL OPPORTUNITY CLAUSE

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1. above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor'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.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the 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 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 rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____ Title: _____

Date: _____

**ATTACHMENT H
REQUEST FOR PROPOSALS
LANDSCAPE SERVICES - TASK ORDER CONTRACT**

LABOR RATES:

(overtime/holiday time will assume 1.5x or 2x modifier)

Regular Time Labor Rate (mowing, weed eating, hard edging, line edging, fertilizing, pruning, debris removal, pressure washing, seeding, replace or install bark and gravel, planting, remedial cleanup and additional work) \$_____ per hour

Operator (truck) Labor Rate \$_____ per hour

Foreman (with truck) Labor Rate \$_____ per hour

Pressure Wash Labor Rate \$_____ per hour

Arborist Labor Rate \$_____ per hour

MATERIAL AND EQUIPMENT:

Green (organic) Waste Disposal \$_____ per _____
(Yard or Ton)

Trash (non-compostable) Disposal \$_____ per _____
(Yard or Ton)

Water Truck (multiple truck sizes) \$_____ per _____
(Specify size)

\$_____ per _____
(Specify size)

Snow Plow (multiple truck sizes) \$_____ per _____
(Specify size)

\$_____ per _____
(Specify size)

Mulch/Bark \$_____ per _____
(Yard or Ton)

Gravel/Crushed Rock \$_____ per _____
(Yard or Ton)

Fertility, PH, & soil testing \$_____ per sample

Fertilize Treatment \$_____ per hour

Sprinkler Repair/Replace \$_____ per hour

Sprinkler system shutdown/startup (minimum charge) \$_____

Disease/Pest/Mole Control \$_____

Out-of-County Trip Charge (to Skagit/Thurston) \$_____

ATTACHMENT I

**REQUEST FOR PROPOSALS
LANDSCAPING – TASK ORDER CONTRACT**

RETURN WITH PROPOSAL

BIDDER QUALIFICATION AND SUBCONTRACTOR'S LIST

NAME OF BIDDER (COMPANY): _____

ADDRESS: _____

BUSINESS TYPE: _____

NO. OF YEARS IN BUSINESS: _____ BUSINESS LICENSE NO.: _____

FEDERAL ID #: _____ CURRENT UBI #: _____

EMPLOYMENT SECURITY ACCOUNT #: _____

STATE EXCISE TAX REGISTRATION #: _____

OWNERS OF COMPANY (<u>Must</u> list all owners. Attach additional pages as necessary.):	OWNER'S SOCIAL SECURITY NUMBER

YEARS EXPERIENCE PERFORMING SPECIFIC TASKS AS STATED IN BID DOCUMENTS: _____

NO. OF WORKERS IN YOUR COMPANY: _____

INDICATE CLEARLY THE KIND OF WORK YOUR COMPANY WILL ACTUALLY PERFORM IN THIS PROJECT:

APPROXIMATE % OF WORK YOUR COMPANY WILL ACTUALLY PERFORM: _____

DO YOU INTEND TO USE SUBCONTRACTOR(S) IN THIS PROJECT? YES () NO () (If yes, you must show the name of the subcontractors.)

Subcontractors Name	Address	Phone Number	Trade	Years in Business
1.				
2.				
3.				
4.				

ATTACHMENT I

BIDDER'S EXPERIENCE

Projects successfully managed, supervised and completed by your company for work specified in bid documents. Attach additional pages as necessary.

Name of Project	Completion Date	Duration (Months)	Nature of Work	Amount of Contract
1.				
2.				
3.				
4.				
5.				
OWNER'S Name (of project listed above)	Project Address		Contact Person	Phone Number
1.				
2.				
3.				
4.				
5.				

ATTACHMENT J

**REQUEST FOR PROPOSALS
LANDSCAPING – TASK ORDER CONTRACT**

RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION

Under penalties of perjury, I/We hereby certify that (please circle):

1. **I/We** certify that we **have/have not** participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if we have, we **have/have not** filed all reports due. If we have not, we will file same within the next _____ days.
2. **I/We** certify that the number shown on this form is my/our correct taxpayer identification number (or **I/we am/are** waiting for a number to be issued to **me/us**), **and**
3. **I/We further** certify that **I/we** are not subject to backup withholding because; **(a)** I/we are exempt from backup withholding, or **(b)** I/we have not been notified by the Internal Revenue Service that I/we are subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me/us that I/we are no longer subject to backup withholding. **(NOTE: You must cross out item # 3., if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting of interest or dividends on your tax return.)**

_____, who is _____ of our company has been designated as the responsible official to be sure required reports are submitted, and record keeping complies with all the applicable regulations.

(Signature of responsible official) Title: _____ Date: _____

The bidder hereby certifies that the information contained in this Bidder's Information is accurate, complete and current.

BY: _____ NAME: _____
(Signature) (Print)

TITLE: _____ DATE: _____



ATTACHMENT K

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) as implemented by HUD under 24 CFR Part 75 (collectively, the “Section 3 Regulations”). 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, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants.
- B. The parties to this contract agree to comply with Section 3 Regulations. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Section 3 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 Section 3 Regulations, 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 Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 Regulations.
- 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 Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.
- F. Noncompliance with HUD's Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Section 3 Employment and Training. Without limiting Contractor’s obligation to comply with Section 3 Regulations, the Contractor specifically agrees to use best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:
1. To residents of the KCHA development where the work is being performed;
 2. To residents of other KCHA developments or for residents of Section 8–assisted housing managed by KCHA;
 3. To participants in YouthBuild programs; and
 4. To low- and very low-income persons residing within the Puget Sound Region.



ATTACHMENT K

- H. Section 3 Contracting. Without limiting Contractor's obligation to comply with Section 3 Regulations, Contractor specifically agrees to use best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
1. To Section 3 business concerns that provide economic opportunities for KCHA residents of the development where the work is being performed;
 2. To Section 3 business concerns that provide economic opportunities for KCHA residents of other KCHA developments or Section-8 assisted housing managed by KCHA;
 3. To YouthBuild programs; and
 4. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Puget Sound Region.



SECTION 3 – BUSINESS CERTIFICATION RETURN FORM SINGLE SIDED

THIS FORM MUST BE SIGNED AND RETURNED

Project Name: _____

Company Name: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

Type of Trade or Business: _____

Current Number of Regular, Full Time Employees (Puget Sound Region): _____

1. Have over **75 percent** of the labor hours performed for your business over the prior three-month period been performed by Section 3 workers?

____ Yes ____ No **If “yes” is checked, submit the section 3 Individual Certification form(s) for all the regular, full-time employees (Puget Sound Region).**

2. Is **51% or more** of your business owned and controlled by low- or very low-income persons (persons who earn 80% or less of the median income level for the past 12 months - see attached income guidelines)?

____ Yes ____ No **If “yes” is checked, submit either the section 3 Individual Certification form(s) or the Section 3 Subcontractor Business Work Plan form.**

3. Does your business provide economic opportunities for KCHA residents at the site(s) where the work will take place?

____ Yes ____ No **If “yes” is checked, please provide supporting documentation.**

4. Does your business provide economic opportunities for residents of other KCHA developments or Section-8 assisted housing managed by KCHA?

____ Yes ____ No **If “yes” is checked, please provide supporting documentation.**

5. Does your business provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound Region)?

____ Yes ____ No **If “yes” is checked, please provide supporting documentation.**



I certify, under penalty of perjury, that my company ___ Is ___ Is Not a Section 3 Business.

I further certify that, **if my company is awarded the bid, and needs to hire additional employees for the project**, we will carry out Section 3 hiring, training and subcontracting requirements to the best of our ability.

_____ Signature	_____ Name
_____ Title	_____ Date
_____ Phone Number	_____ Email Address

If you have more specific questions about Section 3 requirements, contact KCHA at section3@kcha.org.

SECTION 3 – 2022 INCOME GUIDELINES

Location	Income Limit 1 person		
	Extremely Low Income	Very Low Income	Low Income
Kitsap County (Bremerton, Silverdale)	\$21,600	\$36,050	\$57,650
King/ Snohomish Counties (Seattle, Bellevue, Everett)	\$27,200	\$45,300	\$66,750
Pierce County (Tacoma)	\$21,350	\$35,550	\$56,850
Skagit County (Sedro-Woolley)	\$18,100	\$30,150	\$48,250
Thurston County (Olympia, Tumwater)	\$21,200	\$35,350	\$56,500



SECTION 3 – SUBCONTRACTOR WORK PLAN RETURN FORM SINGLE SIDED

RETURN THIS FORM WITH THE BID ***IF:***
CLAIMING **YES** TO QUESTION **3** or **4** on the SECTION 3 BUSINESS CERTIFICATION FORM

Project Name: _____

Company Name: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

SECTION 3 BUSINESS CONCERN			SUBCONTRACTED TASK(S)	SUBCONTRACT AMOUNT	% OF OVERALL CONTRACT
1.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
2.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
3.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
4.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				

TOTAL CONTRACT VALUE: _____ **TOTAL SUBCONTRACT VALUE:** _____

PERCENTAGE OF TOTAL BID: _____

For a list of Section 3 Certified Businesses, please go to:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>



SECTION 3 – INDIVIDUAL CERTIFICATION FORM

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding, to the greatest extent feasible, provide economic opportunities to low-income persons. **Information provided on this form shall remain confidential and be used for reporting purposes only. *Print all information***

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE NUMBER: _____

HIRE DATE: _____ POSITION TITLE: _____

EMPLOYER / COMPANY NAME: _____

50PROJECT
NAME: _____

1. I am a resident in a KCHA Property. _____ Yes _____ No

Property Name: _____

2. I am currently in KCHA’s Section 8 Program. _____ Yes _____ No

3. I am currently a participant in a HUD YouthBuild Program. _____ Yes _____ No

4. County and Income Details (*check appropriated boxes*):

a. I live in **KITSAP COUNTY** and
My **TOTAL** income for the past 12 months was: (*check appropriate box*)
____ Below or Equal to \$57,650 _____ Greater than \$57,650

b. I live in **KING or SNOHOMISH COUNTY** and
My **TOTAL** income for the past 12 months was: (*check appropriate box*)
____ Below or Equal to \$66,750 _____ Greater than \$66,750

c. I live in **PIERCE COUNTY** and
My **TOTAL** income for the past 12 months was: (*check appropriate box*)
____ Below or Equal to \$56,850 _____ Greater than \$56,850

d. I live in **SKAGIT COUNTY** and
My **TOTAL** income for the past 12 months was: (*check appropriate box*)
____ Below or Equal to \$48,250 _____ Greater than \$48,250

e. I live in **THURSTON COUNTY** and
My **TOTAL** income for the past 12 months was: (*check appropriate box*)
____ Below or Equal to \$56,500 _____ Greater than \$56,500



___ f. I live in _____ COUNTY and
My **TOTAL** income for the past 12 months was: \$ _____

5. In the past five years, I have been a resident of public housing or Section 8 assisted housing managed by KCHA; a resident of other public housing projects or Section 8 assisted housing, or a _____ Yes _____ No YouthBuild participant.

I hereby certify under the **penalty of perjury** that the information above is true and correct.

Signature

Date

If submitting for Section 3 individual certification, send to Human Resources, 600 Andover Park W., Tukwila, WA 98188. For questions, please contact KCHA at section3@kcha.org.

SECTION 3 – INDIVIDUAL CERTIFICATION FORM FAQ'S

Question: What is this form?

Answer: This form is a Section 3 Certification Form that will be used to determine if an individual is a Section 3 worker as defined by HUD 24 CFR 75 and the KCHA.

Question: Who fills out this form?

Answer: Any individual who is paid in full or part with HUD funds. (If unsure if position is HUD funded, please contact Contract administrator.)

Question: What will this form be used for?

Answer: This form will be used for the purpose of determining Section 3 eligibility and for statistical purposes.

Question: Who collects this form and where does it go?

Answer: Any employer or contractor that has a contract with the KCHA that is HUD funded will collect this data from any employee who was employed within the last five years. Once the data is collected the original copy will come to KCHA.

Question: Who is a KCHA Resident?

Answer: Someone who lives in a KCHA Housing Development whose name is listed on a current lease.

Question: How long should I go back to calculate my income?

Answer: Individuals should calculate back 12 months from their date of hire.

Question: What if I don't live in King County?

Answer: Individuals who do not reside in King County may still be eligible to be certified by KCHA as a Section 3 resident.

If you have more specific questions, please contact KCHA at section3@kcha.org.

Certification of Payments to Influence Federal Transactions

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

ATTACHMENT L

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i>:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE WAGE PAYMENT STATUTES

The Bidder hereby certifies that, within the three year period immediately preceding the bid solicitation date of _____, that the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the WA State Department of Labor & Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct.

Bidder

Signature of Authorized Official*

Printed name

Title

Date

City

State

Check one:
Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give company name under which business is transacted:

*If a corporation, this Certification must be executed in the corporate name by the president or vice president (Or any other coporate officer accompanied by evidence of authority to sign). If a co-partnership, Certification must be executed by a partner.



Board of Commissioners
Doug Barnes, *Chair*
Susan Palmer, *Vice-Chair*
John Welch
TerryLynn Stewart
Regina Elmi

Interim Executive Director
Daniel Watson

KCHA – Landscape Task Order Contract

Attachment O:

Clarifications and Landscape Schedule

- ❖ Properties managed by the King County Housing Authority are subject to HUD’s “Real Estate Assessment Center” or REAC inspections. These inspections are conducted every one to three years. These inspections greatly influence our funding levels and they assess how we are performing. As such; there are site minimums that we feel you should be aware of as we will rely heavily on you to either communicate with us about them or be sure these items are always within guidelines. They are as follows:
 - There shall be no erosion or rutting areas
 - No overgrown or penetrating vegetation (i.e. in fences, along buildings, taller than windows.
 - Ponding must not affect over 100 sq. ft.
 - Obstructed storm drainage
 - Garbage and debris
 - Infestations
 - Trip hazards (i.e. walkways, steps, parking lots)
 - Water leaks
 - Graffiti

- ❖ When assessing the site for temporary weekly landscaping tasks; please use the enclosed schedule as a guide. We expect the property to be maintained within these parameters. We have several items which are designated with a site minimum (i.e. High Maintenance v. Low Maintenance) however, if your assessment includes additional services, please indicate your recommendations in the assessment. Also note; there are several items which are marked with an * to indicate an expectation that on an as needed basis. During the course of this task order contract if you take on weekly landscaping tasks, these items will be covered by the agreement. Your assessment/estimate should explicitly call out any exclusions you will not be performing. Otherwise, we will expect you to be the professional and keep the site maintained according to this schedule.

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Landscape Maintenance Standards and Specifications

Overview: The Owner believes that using Natural Landscaping techniques to maintain this property will create a landscape that is healthy, resource-efficient, sustainable, and cost-effective to manage. When Natural Landscaping techniques are applied in landscape design, construction, and long-term maintenance, there are many benefits, including easier maintenance, lower costs, and higher property values.

It is the Owner’s expectation that the Contractor’s proposal will comply with these Natural Landscaping-based standards and specifications. It should be the Contractor’s expectation that the Owner will only consider awarding the contract to a Contractor whose bid shows compliance. The Contractor should also expect to be held to these standards throughout the course of the contract.

The following standard outlines the scope of services and responsibilities required of the Contractor, but may not be inclusive to the entire scope of services. The specifications outline the quantity and category of work required.

Other parts of the contract (**not included here**) provide definitions of terms used and other contract requirements such as insurance and licensing standards, code enforcement, hours of work, work authorizations, site locations, etc.

1. GENERAL STANDARDS

1.1. GUARANTEE AND REPLACEMENT

- 1.1.1. Contractor shall replace, at no additional cost to Owner, any turf or plant materials damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Replace plant material within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement only by written permission of Owner.
- 1.1.2. Contractor is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.
- 1.1.3. Contractor shall inform Owner within 30 days post service of plant losses not covered by warranty and unrelated to the maintenance activities. Provide Owner with the cause of the plant loss, and provide recommendations for replacement along with pricing for replacement.

1.2. CONTRACTOR STAFF TRAINING AND EXPERIENCE

- 1.2.1. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance. Owner reserves the right to demand the replacement of Contractor's staff who do not meet the owner's standards for safety, professionalism, or horticultural knowledge.
- 1.2.2. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five years combined horticultural education and experience. Preference will be given to an individual with at least a two year horticultural degree or Certified Landscape Technician (CLT), combined with two years work experience, or greater.
- 1.2.3. All pesticide applications shall be performed by a Contractor (or sub-contractor) licensed and insured as a Washington State Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers will be provided to the Owner prior to award of contract.
- 1.2.4. All pruning will be performed by, or under the direct on-site supervision of, staff with documented education and training in proper and naturalistic pruning techniques. Pruning of trees greater than six inches DBH will only be performed by an ISA certified Arborist.

1.3. OWNER/CONTRACTOR COMMUNICATION

- 1.3.1. Contractor to provide a supervisor to act on Owner's behalf regarding all matters pertaining to the performance of the Landscape Service. Contractor must notify Owner when the supervisor will be on vacation or other leave of absence and who will serve as a substitute.
- 1.3.2. Provide Owner with an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide direct contact numbers for the landscape maintenance manager and site supervisor.
- 1.3.3. Attend meetings and site inspections of the grounds as requested by Owner.

1.4. MAINTENANCE RECORD KEEPING

- 1.4.1. Contractor shall maintain a computerized log of activities performed, schedules, additional service repairs, and documentation of each application of fertilizer, pesticide (includes herbicides), and/or other chemicals. Provide a written copy 30 days post service.
- 1.4.2. Pesticide application records shall be kept in accordance with RCW 17.21, Section 100. Records shall be kept by the Contractor on all pesticide (includes herbicide) applications for a minimum of seven (7) years. Such records shall be completed in accordance with all applicable laws and regulations and on forms as provided in the Washington Administrative Code, WAC 16-228-190. (<http://agr.wa.gov/pestfert/Pesticides/docs/RecForm4226.pdf>)

The following information shall be recorded at a minimum for each application:

- The location where the pesticide or herbicide was applied.
- The year, month, day, and time the pesticide or herbicide was applied.
- Purpose of application.
- The person or firm who supplied the pesticide or herbicide which was applied.
- Trade name of the pesticide or herbicide which was applied, amount and concentration.
- Method and rate of application.
- The temperature and direction and estimated velocity of the wind at the time the pesticide or herbicide was applied.
- The name and license number of the pesticide or herbicide applicator.
- Applicator apparatus license plate number or equipment number (if applicable).
- Any other information reasonably required by the Owner.

1.4.3. Supply the Owner with written copies of chemical application records annually.

1.5. LANDSCAPE SERVICE SCHEDULING

1.5.1. Establish a schedule and a Gantt (or equal to) chart for regular maintenance activities by area and submit to Owner for review. Contractor to review proposed schedules with Owner at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

2. SCOPE OF WORK

2.1. GENERAL PRACTICE GUIDELINES FOR MATERIALS AND EXECUTION

- 2.1.1. This document is intended as a benchmark of the Owner's minimum standards for maintenance, repair and improvements. However, the Owner respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.
- 2.1.2. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the Owner that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.
- 2.1.3. Maintenance shall consist of fertilization, soil building, pruning, mowing, irrigation, IPM, weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings.
- 2.1.4. When performing any work requiring subsurface excavation, Contractor shall take care to avoid damage to existing utilities and vegetation. Contractor shall contact Utility Locate at 1-800-424-5555 or private locate company to identify underground utilities.
- 2.1.5. All turf shall be mowed with professional quality mulch-mowing equipment. Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. Owner prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- 2.1.6. Contractor is encouraged to develop cultural practices which incorporate on-site recycling of organic materials, such as leaves and grass clippings, and the use of recycled materials in its maintenance operations.

3. MATERIALS AND EXECUTION – INTEGRATED PEST MANAGEMENT AND PESTICIDE APPLICATIONS

3.1. INTEGRATED PEST MANAGEMENT (IPM)

- 3.1.1. Owner strongly encourages environmentally sensitive maintenance practices. The principles of integrated pest management (IPM) shall be employed. The intent is to limit any pesticide (including herbicide) applications through healthy landscape management practices.
- 3.1.2. IPM is an approach to pest control that utilizes regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or annoyance. Additional treatments, such as pesticide applications, are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage.

Treatments are not made according to a predetermined schedule. Treatments are chosen and timed to be most effective and least-hazardous to non-target organisms and the general environment. (adapted from Bio-Integral Resource Center)

3.1.3. Contractor shall consider pesticide applications only as a last resort and only after other methods of control are proven ineffective. Organic products should be utilized prior to synthetic products.

3.2. PEST MONITORING

3.2.1. Pest monitoring and inspections to include the following:

- Contractor staff shall visually inspect all landscape areas per visit. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem. Contractor shall keep written records of pests identified and areas where problems may be developing.
- Contractor on-site supervisor shall visually inspect all landscape areas once monthly from April through September with the Owner. Review written monitoring records at this time and update as needed.
- Identify any area where IPM control methods should begin.

3.2.2. Contractor on-site supervisor shall provide the following written pest monitoring reports to Owner.

- Summary of pests identified during pest monitoring inspections, status of infestations, and description of controls implemented (e.g., “applied wood chip mulch”, “mechanically pulled weeds”, “adjusted irrigation”).
- Noxious Weeds identified. See section below for Noxious Weed Control specifications.

3.2.3. Contractor shall provide proposals for renovations, replacements and other changes, along with associated budget recommendations, once annually.

3.3. PESTICIDE APPLICATIONS

3.3.1. Pesticides include all herbicides, insecticides, fungicides, and various other substances used to control pests.

3.3.2. ALL pesticide applications shall be preceded by monitoring and positive pest identification. Submit these findings in writing to Owner prior to any pesticide application.

3.3.3. Under no circumstances will combination products be allowed (“weed and feed”, weed control + fertilizer, insect control + fertilizer, etc.).

3.3.4. Under no circumstances will regularly scheduled calendar-based applications of pesticides be allowed without written prior approval of Owner.

3.3.5. Under no circumstances will preventative “blanket” applications of pesticides be allowed without written prior approval of Owner.

3.3.6. If Contractor determines that calendar-based or “blanket” applications may be needed, Contractor shall provide Owner two weeks notice of request. Owner will determine if such applications will be allowed. Contractor shall provide Owner the following information in a request for calendar-based or “blanket” application of any pesticide:

- Identification of pest and reasons control is required.
- Description of the cultural, non-chemical, and/or spot application of pesticides already tried and assessment of success or failure of those remedies.
- Product recommendation and information on health and environmental hazards of that product. City of Seattle and King County Pesticide Tier Tables, and “Grow Smart Grow Safe” may be helpful in locating this information.
 - <http://www.seattle.gov/environment/TierTablesFriendlyFormat.xls>
 - http://www.govlink.org/hazwaste/interagency/ipm/ipm_prod_eval.html#tierinreport
 - <http://www.govlink.org/hazwaste/publications/growSmart2006web.pdf>
- Owner will determine if calendar-based or “blanket” application will be allowed and if so may request that Contractor use alternate product, based on health and environmental information.

3.3.7. All pesticides must be EPA approved and applied by a licensed Washington State Pesticide Applicator or Operator per the label directions. All applications must be posted as per WSDA regulations for 24 hours after application. All chemicals used must have a SDS filed with Owner. Pesticide application records shall be kept in accordance with RCW 17.21, Section 100 and copies provided to owner annually.

3.3.8. Contractor is responsible to verify that pesticides are appropriate for use with the respective plant materials and surrounding areas. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to Owner.

3.4. NOXIOUS WEED CONTROL

3.4.1. Noxious Weed Control is mandated by the state weed control law, Chapter 17.10 RCW. Assistance and weed lists (Class A, B, C, Non-designate, and Weeds of concern) are available from the King County Noxious Weed Control Program at <http://dnr.metrokc.gov/wlr/lands/weeds/>, or 206-296-0290.

3.4.2. Contractor shall begin control of any King County Class A, B, or C Weeds upon identification. Control will follow non-chemical IPM control techniques outlined in King County's Best Management Practices, Alerts, and other documents posted on the Noxious Weed website. Pesticide applications can only be considered as a last resort when non-chemical methods have proved ineffective. Follow the specifications listed in section 3.3 Pesticide Applications, above.

3.4.3. Non-designate and Weeds of concern shall be controlled with ongoing IPM and healthy landscape management techniques.

4. MATERIALS AND EXECUTION – TURF MAINTENANCE

4.1. TURF MOWING

4.1.1. All turf will be mowed with professional quality mulching mower equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.

4.1.2. Prior to each mowing remove all litter and debris from lawn areas.

4.1.3. Formal turf areas shall be mowed per a schedule for each site. Turf will be mowed and maintained at a height of 1-1/2 to 2-1/2 inches. Coordinate mowing schedules with Owner. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.

4.1.4. Mulch mow whenever possible. Clumps of grass should not remain after mowing. Mow over dense clippings if possible or use a blower to dissipate clippings.

4.1.5. The Owner and Contractor will evaluate and determine if there are any areas of turf that should not be mulch mowed.

4.1.6. Clippings will be kept out of all mulched beds and tree rings. Mowing pans are not to cross over mulched beds and tree rings.

4.1.7. Clippings will be swept or blown from any hardscapes onto lawn areas after each mowing. No clippings are to be blown into mulch areas. Sweeping is encouraged when feasible.

4.1.8. Owner and Contractor will evaluate and determine any areas that require bagging and removal of clippings on a regular year-around basis.

4.1.9. Contractor is responsible for any damages incurred as a result of mower damage to trees, shrubs, and property, and must repair or replace any such damage at no cost to Owner. Properly maintained tree wells are encouraged to minimize such damage.

4.2. TYPICAL TURF MOWING SCHEDULE

January	One mowing
February	One mowing
March	Two mowings
April	Weekly mowings
May	Weekly mowings
June	Weekly mowings
July	Weekly mowings
August	Weekly mowings
September	Weekly mowings
October	Three mowings
November	Two mowings
December	One mowing

NOTE: Base Contract price includes 36 mowings per the mowing schedule. Schedule of 36 mowings may be altered per Owner request or as required by climatic on-site conditions.

4.2.1. Contractor will submit mowing schedule annually.

4.3. TURF EDGING AND TRIMMING

4.3.1. Mechanically trim all landscape turf edges every other mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Twice annually redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

4.3.2. Trim all formal lawn areas that can not be reached by a mower every other mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

4.3.3. Contractor is responsible for any damages incurred as a result of trimmer and edger damage to trees, shrubs, and property, and must repair or replace any such damage at no cost to Owner. Properly maintained tree wells are encouraged to minimize such damage.

4.4. TURF FERTILIZATION

4.4.1. Beginning the first year of the contract, Contractor shall provide soils tests performed by an authorized laboratory at least once every three years to determine fertility and pH requirements of turf areas. Submit soil test analysis and recommendations to Owner.

4.4.2. Fertilize landscape turf areas with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year-round. Determine fertilizer application rates and materials from soil test results. Generally, turf fertilizer should not exceed a 3-1-2 nutrient (N-P-K) ratio.

4.4.3. Annually submit a fertilizer schedule, listing proposed materials, application rates and application times with your Proposal and immediately prior to performing the work. Contractor shall provide pricing for use of slow-release chemically based or "bridge" fertilizer AND natural-organic fertilizer. Owner may choose a schedule that includes either one or both types of fertilizer.

4.4.4. Approved fertilizer schedule must include three to five applications per year (or less if supported by soil test results), no more than one pound of nitrogen per thousand square feet per application, and no more than four pounds of nitrogen per thousand square feet applied annually. Nitrogen applications in excess of four pounds per thousand annually are allowed only if supported by soil test results.

4.5. TURF LIME APPLICATION

4.5.1. Apply agricultural grade pellet form lime at a rate of up to 40 lbs/1000 sq. ft. in turf areas only as recommended by soil test results, and no more than once annually in the spring. Do not apply lime and fertilizer at the same time. Lime should go on first: wait at least 30 days after applying lime before fertilizing.

4.6. TURF WEED, PEST AND DISEASE CONTROL

4.6.1. Control of weeds: Use cultural methods (mulch mow, fertilize, aerate, irrigate) to minimize weed cover on all turf. Owner shall identify turf areas considered high-quality, all other areas shall be treated as standard-quality turf. If weed cover increases to over 20% of turf on high-quality area or up to 40% on standard-quality areas, then spot applications of contact herbicide may be considered during the growing season to control broadleaf weeds. A maximum of two spot applications annually for all turf areas are allowed and included in the work per site. Use health and environmental hazard information to choose most effective and least hazardous product. Single active ingredient products are preferred if they are available and meet other criteria for safety and effectiveness. "Weed and Feed" products are not allowed.

4.6.2. Control of insects: Monitor all turf areas for infestation of crane fly and other harmful insects. Use cultural and mechanical means for control, including fertilizing to outgrow damage, and aerating in spring to reduce larvae population. Pesticide application for crane fly control will only be allowed if documented monitoring shows more than 25 crane fly larvae per square foot. Apply pesticides only to specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf. Use health and environmental hazard information to choose most effective and least hazardous product.

4.6.3. Control of moss: Monitor for moss at levels that diminish turf quality. If found, apply moss control product containing no more than 10% iron or a fatty-acid soap active ingredient on affected turf areas up to once annually, only if needed. Avoid contact with hardscape surfaces and immediately clean any staining. Combination moss control + fertilizer products are not allowed.

4.6.4. Control of diseases: Monitor for Red Thread and other fungal diseases. No fungicide treatments for Red Thread are allowed. Treat the cause, nitrogen deficiency, with nitrogen fertilizer instead. If other diseases are determined to be causing significant risks to the health and appearance of the turf after cultural improvements are tried, then use health and environmental hazard information to choose most effective and least hazardous product.

4.7. TURF AERATION AND OVERSEEDING

4.7.1. Aerate 30% of the square footage of turf areas once annually in the spring. Rotate applications to achieve 100% coverage of all turf areas at least every 5 years. Adjust areas to be aerated based on need (some areas may be aerated every year and others only as required to meet the 5 year minimum rotation). Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth.

4.7.2. Overseed immediately after aeration with a quality Northwest seed blend adapted to the site. Use at recommended overseeding rate.

4.7.3. Drag turf areas to break up plugs and mix with the seeds.

4.8. TURF THATCHING

4.8.1. Mechanical thatch removal is not part of this contract and is considered an additional service. Monitor for thatch once annually in the fall. If 30% or more of the turf has thatch build up of over one inch, Owner may approve thatching of that area. If approved, mechanically remove thatch from approved areas in the fall. Rake or vacuum to remove debris. If mulch mowing will break down debris enough to allow it to stay on the turf area as organic matter, that is allowed.

5. MATERIALS AND EXECUTION – TREES, SHRUBS, VINES, GROUND COVER MAINTENANCE

5.1. TREES, SHRUBS, VINES AND GROUND COVER FERTILIZATION

5.1.1. Fertilize plant materials as indicated below.

5.1.2. Trees, shrubs, including rhododendrons, vines and ground covers: Fertilize in March or April with slow-release, "bridge" or natural-organic fertilizer. Use 1-2-2 nutrient ratio (N-P-K), or similar, per manufacturer's recommended rates (not to exceed 5-10-10).

5.1.3. Perennials: Fertilize in March and again in June with same fertilizer used above per manufacturer's recommended rates.

5.1.4. Ornamental grasses: Fertilize in October with turf fertilizer approved in turf section above. Fertilize per manufacturer's recommended rates.

5.2. TREES, SHRUBS, VINES AND GROUND COVER WEED, PEST AND DISEASE CONTROL

5.2.1. Control of Weeds: Use cultural methods (mulch, proper pruning, proper irrigation) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a rotational basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots at least once monthly. Ground covers are to be trimmed so they meet but do not grow over walkways or outside any of the planters.

- Use of contact herbicides may be considered during the growing season to control noxious and other difficult to control perennial weeds. A maximum of two applications annually are allowed and included in the work per site. Use health and environmental hazard information to choose most effective and least hazardous product. Use single active ingredient products only, no tank mixes are allowed.
- Use of pre-emergent herbicides is not permitted without prior written approval of Owner on an incident by incident basis. Pre-emergent herbicides may only be used on sites with at least two years of plant establishment. Areas considered for pre-emergent use are limited to tree wells and mulch-only beds without ground cover. Standard maintenance practices called for in this contract must be documented in areas where pre-emergent use is being considered before approval for use will be given (hand weeding, edgings, mulch application, proper pruning) Pre-emergent herbicides are not allowed in planted shrub beds or graveled pedestrian walkways.

5.2.2. Control of Insects and Diseases: Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Calendar-based spraying is not allowed. Base pesticide application decisions on monitoring for damage, specific pest identification, and proper timing. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the contract work and is considered an Additional Service. Regularly monitor all plant material and immediately notify Owner of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify Owner of correctable disease and/or insect problems, and Contractor must replace any such damaged plant material at no additional cost to Owner.

5.3. PRUNING TREES, SHRUBS, VINES AND GROUNDCOVER

- 5.3.1. All pruning will be performed by, or under the direct supervisions of, staff with documented education and training in proper selective pruning practices. College level pruning courses, WSU industry training programs, and Plant Amnesty Master Pruner qualification are examples of such training.
- 5.3.2. Selective pruning is the preferred method for all trees and shrubs, and sheering should only be used when selective pruning is not feasible and for certain formal hedges identified by Owner. Prune to enhance the natural growth and shape of plant materials and intended function of the planting, and to avoid the growth of watersprouts. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation.. Prune back branches as needed when interfering with walks, buildings, signage, fire control utilities, site lighting, security/safety visibility, site lighting, and vehicular circulation. Prune dead and broken branches quarterly and more frequently as required.
- 5.3.3. Where trees and shrubs have been improperly sheered, use selective pruning methods to enhance natural growth and shape. Plant life is expected to grow together so as to provide a healthy coverage of the planting beds.
- 5.3.4. Street trees shall be pruned to maintain adherence to City or County sight distance requirements, to maintain visibility of street name signs, protect trees from vehicle damage, and maintain pedestrian safety.
- 5.3.5. Prune all plantings on a rotational basis appropriate to site, need, season and plant species. Discuss significant pruning work with Owner prior to work beginning.
- 5.3.6. Prune back all shrubs and groundcover from the building envelop to a minimum of 12 inches. Prune trees to a minimum of 3 feet from the building envelop or the distance of the trunk to the building envelop, whichever is smaller.
- 5.3.7. Prune and clean just outside the branch collar in accordance with accepted horticultural practices. Pruning must only be performed by trained personnel. Replace plant materials that are disfigured or damaged due to improper pruning at no additional cost to Owner.
- 5.3.8. Periodically inspect and adjust tree staking and guying to prevent damage to the cambium layer. Remove guys and stakes as soon as trees are established and self-supporting (generally two years or less).
- 5.3.9. Prune trees as required and appropriate in compliance with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance—Standard Practices (Pruning)."
- 5.3.10. The Additional Services of an ISA-certified arborist are required for pruning on any trees larger than six inches DBH (diameter at breast height as measured at four and one-half feet about the existing grade at the base of the tree) and any branches larger than four inches in diameter. This is considered an additional service.
- 5.3.11. Prune only as needed to maintain form and clearance, and to remove dead or broken branches. Shrubs that have been improperly pruned or sheered should be fixed through proper selective pruning practices.
- 5.3.12. Trees or shrubs damaged by incorrect pruning practices shall be repaired or replaced at the Contractor's expense.

6. MATERIALS AND EXECUTION - GENERAL AREA MAINTENANCE

6.1. LEAF AND BRANCH REMOVAL

- 6.1.1. Per visit keep walks, patios, planting beds, roadway gutters, driveways, roadways, parking lots, and lawn areas free of leaves and branches.
- 6.1.2. Leaves shall be mulch mowed when possible. If leaves don't mulch mow, then remove from site. When possible leaves can be left around shrubs, and then mulch must be placed on top of the leaves.

6.1.3. In autumn leaf removal can occur at each visit to prevent smothering of turf and groundcovers and excessive clumping when mulch mowing. Owner's preference is that whenever safety and plant health are not compromised, leaves should remain on-site and incorporated under mulch around plantings. Remove leaves from sites only as needed to maintain a neat appearance and the health of the planting.

6.1.4. Excessive branch and debris cleanup from storm damage is not included in the contract work and is considered an additional service at Owner's request.

6.2. LANDSCAPE DEBRIS REMOVAL

6.2.1. Remove biodegradable landscape debris (turf clippings -limited to only those times when mulch mowing is not possible, leaves, branches, annuals, dead plant material, etc.) to yard refuse recycling facility. Acceptable sites include topsoil producing facilities and/or other facilities, which utilize yard waste for landscape purposes. No biodegradable material should be disposed of as garbage, except noxious weed debris.

6.2.2. Remove and properly dispose of moss from hardscapes (stairs, walkways, roads, etc.).

6.3. LANDSCAPE TRASH REMOVAL

6.3.1. Remove all trash from landscaping beds, turf areas and parking lot to an approved trash container onsite per visit. For large amounts of trash, or if there is no approved trash container onsite, Contractor shall haul it away for appropriate disposal.

6.4. MULCH REPLACEMENT

6.4.1. Once annually Contractor shall replenish mulch to maintain a depth of no less than two inches (2") in all planting areas. All tree wells to be re-mulched annually. Established beds where plant foliage or groundcover completely covers the soil surface require no additional mulch. Keep mulch at least two to three inches (2 – 3") away from the crown of plants and trees.

6.4.2. Mulch shall be medium or fine Hog Fuel wood chips, clean arborists wood chips, shredded leaves, coffee hulls, compost, etc.

6.4.3. "Red" bark mulch or dust shall not be used.

6.5. OTHER AREA MAINTENANCE

6.5.1. *Removal of moss from hardscapes on an as needed basis. Treat moss with least toxic methods during most effective time of year.*

6.5.2. *(Areas such as water features, annual planting beds, rockeries, rough turf areas, native areas, trails, bioswales, and detention ponds require specialized language and inclusion in the contract specifications on an as needed basis.)*

7. MATERIALS AND EXECUTION - IRRIGATION

7.1. Irrigation systems are to be not included in this scope.

KCHA – Landscape Maintenance Schedule
for
Task Order Contract – Weekly Landscape Tasks

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TURF AREAS													
High Maintenance: Mow and Edge all high visibility areas (parks, right-of-way, and apartment communities only)	1	1	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	3	2	1	36
Low Maintenance: Mow/Trim and Edge low visibility areas	*	*	1	1	2	2	2	1	1	*	*	*	10
Sweep-Blow Walkways (of generated landscape debris)	1	1	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	3	2	1	36
Fertilizing and Liming Turf				1									1
Post-Emerge Weed Control					*				*				AN
Aerate Turf (leave plugs in place)				1									1
BED AREAS													
Hand weed	1	1	2	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	3	2	1	36
Mulch (maintain 2 inches)			*							*			AN
Post-Emerge Weed Control	*	*	*	*	*	*	*	*	*	*	*	*	AN
Fertilize Ground Cover, Trees and Shrubs				*									AN
Leaf Management									*	Weekly	Weekly	*	8-12
PRUNING													
Trim hedges and ground cover once per year as needed	*	*	*	*	*	*	*	*	*	*	*	*	AN
Prune Trees as needed	*	*	*	*	*	*	*	*	*	*	*	*	AN
Cut Back Perennials										1			1
GENERAL ACTIVITIES													
Irrigation													N/A
Weeding parking lots, walkways, expansion joints	*	*	*	*	*	*	*	*	*	*	*	*	AN
Litter Pickup, incidental	*	*	*	*	*	*	*	*	*	*	*	*	AN
Monthly Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12
Insect/Disease Management (time and material)	*	*	*	*	*	*	*	*	*	*	*	*	AN
Storm debris Cleanup	*	*	*	*	*	*	*	*	*	*	*	*	AN
<i>*AN = Included in Contract on an as needed basis</i>													