



## COMMERCIAL CLEANING SERVICES

RFQ 4.17.26 – Commercial Cleaning Services

Publication Date: April 17, 2026 at 8:00 AM ET  
Submission Deadline: May 18, 2026 at 5:00 PM ET

**FORT WAYNE HOUSING AUTHORITY**  
**RFQ 4.17.26 – Commercial Cleaning Services**

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### **Overview**

The Fort Wayne Housing Authority (FWHA) is seeking qualified and experienced contractors to provide professional commercial cleaning services for its business offices and high-rise residential buildings.

FWHA manages a portfolio of residential units and administrative facilities within Fort Wayne, Indiana. The Authority requires a contractor capable of delivering reliable, consistent, and high-quality cleaning services in accordance with the requirements outlined in this solicitation.

This solicitation is being issued as a Request for Qualifications (RFQ) utilizing a Best Value procurement method. The contract will be awarded to the firm whose qualifications, experience, approach, and pricing are determined to be most advantageous to FWHA.

### **Project Objectives**

The primary objectives of this contract are to:

- Maintain clean, safe, and sanitary environments across all FWHA facilities
- Ensure consistent and reliable cleaning services at all designated locations
- Support a professional and welcoming environment for residents, staff, and visitors
- Ensure services are performed in accordance with applicable health and safety standards
- Establish a dependable service provider capable of meeting scheduled and as-needed cleaning needs

### **Scope of Services**

#### **General Description**

The Fort Wayne Housing Authority (FWHA) is seeking a qualified contractor to provide comprehensive commercial cleaning services for its business offices and high-rise residential buildings.

The Contractor shall provide all necessary labor, supervision, equipment, tools, and cleaning supplies required to perform the services. Services shall include routine cleaning, maintenance, and upkeep of interior spaces, as well as periodic specialty cleaning tasks.

### **General Requirements**

The Contractor shall:

- Provide routine cleaning services for all designated locations in accordance with the established schedule
- Clean all office areas, cubicles, lobbies, kitchens, break areas, conference rooms, briefing rooms, and restrooms
- Clean high-rise common areas including, but not limited to, lobbies, hallways, elevators, community rooms, laundry rooms, and fitness areas
- Perform general cleaning tasks including, but not limited to, trash removal, vacuuming, dusting, and mopping of hard surface floors
- Provide periodic floor care services, including stripping and waxing tile floors when directed by FWHA
- Clean interior and exterior lobby windows as part of routine service
- Perform seasonal window cleaning for main floor windows twice per year
- Utilize appropriate cleaning products and methods suitable for commercial and residential environments
- Ensure all staff are properly trained and equipped to perform cleaning services
- Maintain safe working practices and comply with all applicable regulations

### **Work Hours**

Standard FWHA business hours are Monday through Thursday, 8:00 AM to 5:00 PM, and Friday from 8:00 AM to 12:00 PM.

Commercial cleaning services shall be performed based on an agreed-upon schedule established between the Contractor and FWHA.

Certain facilities may require cleaning services to be performed after standard business hours within designated timeframes, while others may be serviced during daytime hours as determined by FWHA.

The Contractor shall adhere to the approved service schedule for each location and may not adjust service times without prior approval from FWHA.

### **Service Frequency & Response Time**

The Contractor shall provide cleaning services in accordance with an agreed-upon service schedule.

**Routine Services:**

- Administration Building, Resident Resource Center, and high-rise buildings shall be cleaned three (3) times per week
- Miami Homes Business Office shall be cleaned two (2) times per week

**Response to Service Requests:**

The Contractor shall respond to non-routine or special cleaning requests within one (1) business day of notification, unless otherwise approved by FWHA.

**Emergency Services:**

The Contractor shall respond to urgent cleaning needs as required by FWHA.

**Missed or Incomplete Services:**

Any missed or incomplete services must be corrected promptly at no additional cost to FWHA.

**Performance and Approval Requirements**

All services must be performed in a professional and workmanlike manner and completed to the satisfaction of FWHA.

The FWHA representative must review and approve all completed services prior to authorization for payment.

The Contractor shall:

- Ensure all cleaning tasks are completed thoroughly and consistently
- Address any deficiencies promptly and at no additional cost when required
- Maintain communication with FWHA regarding service performance and scheduling

FWHA reserves the right to reject services that do not meet established standards. Payment will not be issued for services that are incomplete or unsatisfactory.

**Location of Work**

FWHA properties are located throughout Fort Wayne, Indiana.

Locations include:

- Administration Building – 7315 Hanna Street
- Miami Homes Business Office – 2111 Cheyenne Drive
- McCormick Resident Resource Center – 2007 McCormick Avenue
- Beacon Heights High-Rise – 2210 Beacon Street
- Tall Oaks High-Rise – 7300 Decatur Road
- North Highlands High-Rise – 2100 Saint Mary's Avenue
- Hillcrest Commons – 711 E Tillman Road

## Contract Structure

The contract resulting from this solicitation shall be a requirements-type contract. FWHA does not guarantee any minimum or maximum quantity of services.

Services will be provided on an as-needed basis in accordance with the Scope of Services and at the rates established in the awarded contract.

The initial contract term shall be for a period of two (2) years, with the option to renew for up to three (3) additional one-year terms at the sole discretion of FWHA, subject to satisfactory performance, continued funding, and compliance with all contract requirements.

FWHA reserves the right to award to one or more contractors if deemed to be in the best interest of the Authority.

## Procurement Timeline

Milestone	Date
RFQ Issued	April 17, 2026 at 8:00 AM ET
Questions Due	May 1, 2026 at 12:00 PM ET
Responses Posted	May 6, 2026 by 5:00 PM ET
Submission Deadline	May 18, 2026 by 5:00 PM ET

*Addenda will be posted on the FWHA website.*

## Submission Requirements

All responses must be submitted electronically to [jmatuska@fwha.org](mailto:jmatuska@fwha.org).

Subject Line: "RFQ 4.17.26 – Commercial Cleaning Services"

Respondents shall submit:

- Completed Firm Information Form (Attachment D)
- Description of experience and qualifications
- Technical approach to providing services
- References
- Completed Pricing Sheet (Attachment B)

## Questions and Addenda

All questions must be submitted in writing by May 1, 2026 at 12:00 PM to [jmatuska@fwha.org](mailto:jmatuska@fwha.org).

Responses will be posted via addenda on the FWHA website. No direct responses will be provided.

## Best Value Evaluation and Selection

FWHA will award contract(s) using a Best Value procurement approach. Proposals will be evaluated and scored based on the following criteria:

Description	Points
<b>Relevant Experience &amp; Qualifications</b>	25
<b>Technical Approach / Understanding of Scope</b>	15
<b>Capacity &amp; Staffing</b>	20
<b>Past Performance / References</b>	15
<b>Cost</b>	20
<b>Proposal Organization &amp; Completeness</b>	5
<b>TOTAL</b>	100

## Evaluation Criteria Definitions

### Relevant Experience & Qualifications (25 Points)

Evaluation of the respondent's overall experience providing similar services, including relevant project history, qualifications, and demonstrated expertise. Consideration will be given to the respondent's experience with comparable organizations, such as public housing authorities, multi-unit residential properties, or similar environments, as well as their demonstrated understanding of the scope of work.

### Technical Approach / Understanding of Scope (15 Points)

Evaluation of the respondent's proposed approach to performing the required services, including methodology, service delivery strategy, and ability to effectively meet the requirements outlined in the scope of work. Consideration will be given to the respondent's understanding of FWHA's needs, the feasibility and appropriateness of the proposed approach, and the ability to address varying conditions or service demands.

### Capacity & Staffing (20 Points)

Evaluation of the respondent's ability to meet FWHA's operational needs, including staffing levels, personnel qualifications, supervision, scheduling, and overall organizational capacity. Consideration will be given to the respondent's ability to meet required timelines, respond to service demands, and maintain consistent service quality.

### Past Performance / References (15 Points)

Evaluation of the respondent's performance on similar projects, based on references and prior work. Consideration will be given to quality of work, reliability, responsiveness, timeliness, and overall customer satisfaction.

### Cost (20 Points)

Evaluation of the respondent's proposed pricing for services. Cost will be reviewed for reasonableness, completeness, and alignment with the scope of work. FWHA reserves the right to determine cost reasonableness and is not required to select the lowest-cost proposal.

### **Proposal Organization & Completeness (5 Points)**

Evaluation of the overall organization, clarity, and completeness of the proposal. Consideration will be given to the respondent's ability to follow instructions, provide all required information, and present a clear, well-structured, and professional submission.

### **Final Selection**

The contract will be awarded to the respondent whose proposal is determined to be most advantageous to FWHA, based on the total evaluation score and overall best value.

FWHA reserves the right to request clarifications, conduct interviews, establish a competitive range, and request Best and Final Offers (BAFO).

### **Procurement Method**

This procurement is being conducted as a Request for Qualifications (RFQ) utilizing a Best Value procurement method in accordance with HUD Procurement Handbook 7460.8 REV 2 and 2 CFR Part 200.

Award will be made to the responsible and responsive firm(s) whose qualifications, experience, technical approach, and pricing are determined to be most advantageous to FWHA.

FWHA reserves the right to request additional information, conduct interviews, or negotiate terms as necessary.

### **Compliance Requirements**

The selected contractor shall comply with all applicable federal, state, and local laws and regulations.

This includes, but is not limited to:

- HUD Procurement Handbook 7460.8 REV 2
- 2 CFR Part 200
- Applicable health, safety, and environmental regulations

**Section 3 Requirements:**

Section 3 requirements will apply if funded with HUD assistance. Compliance with 24 CFR Part 75 is required. No preference will be applied.

**Maintenance Wage Requirements:**

The contractor shall comply with applicable HUD maintenance wage rate requirements. Wage determinations will be provided prior to contract execution or by addendum.

**Debarment and Suspension:**

FWHA will verify contractor eligibility through SAM.gov.

**Attachments**

- Attachment A – Property & Unit Breakdown
- Attachment B – Commercial Cleaning Services Pricing Sheet
- Attachment D – Firm Information Form
- Attachment E – HUD & Federal Compliance Requirements

## **FWHA Reservation of Rights**

Definitions:

Respondent – Company or individual responding to the RFQ  
Contractor – Company or individual who is awarded the contract

FWHA reserves the right to:

1. FWHA reserves the right to reject any or all Responses, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the FWHA to be in its best interests.
2. FWHA reserves the right not to award a contract pursuant to this RFQ.
3. FWHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon fourteen (14) days written notice to the successful Respondent(s).
4. FWHA reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFQ.
5. FWHA reserves the right to retain all Responses submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving Responses without the written consent of the FWHA Contract Administrator (CA).
6. FWHA reserves the right to negotiate the fees proposed by the Respondent entity. If such negotiations are not, in the opinion of FWHA's CA, successfully concluded within a reasonable timeframe as determined by FWHA. FWHA shall retain the right to end such negotiations.
7. FWHA reserves the right to reject and not consider any Response that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete Responses and/or Responses offering alternate or non-requested services.
8. FWHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFQ.
9. FWHA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a respondent or reject any Response submitted that does not conform to any of the requirements detailed herein.
10. Each prospective respondent further agrees that he/she will inform FWHA in writing within five (5) days of the discovery of any item that is issued thereafter by FWHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve FWHA, but not the prospective respondent, of any responsibility pertaining to such issue.
11. FWHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on FWHA's website [www.fwha.org](http://www.fwha.org) under Business Opportunities. Such changes that are issued before the Response submission deadline shall be binding upon all prospective respondents.
12. In the case of rejection of all Responses, FWHA reserves the right to advertise for new Responses or to proceed to do the work otherwise, if in the judgment of FWHA, the best interest of FWHA will be promoted.

13. FWHA reserves the right to, without any liability; cancel the award of any Response(s) at any time before the execution of the contract documents by all parties.
14. FWHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to FWHA, if:
  - a. Funding is not available,
  - b. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - c. FWHA's requirements in good faith change after award of the contract.
15. FWHA reserves the right to make an award to more than one respondent based on ratings and to award with or without negotiations or a "Best and Final Offer" (BAFO).
16. FWHA reserves the right to require additional information from all respondents to determine level of responsibility. Such information shall be submitted in the form required by FWHA within two (2) days of written request.
17. FWHA reserves the right to amend the contract any time prior to contract execution.
18. FWHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFQ and any resulting contract.
19. FWHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the Response submittal.
20. In the event any resulting contract is breached, prematurely terminated or cancelled due to non- performance and/or withdrawal by the Contractor, FWHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between existing Contracted rate and new Contract rate) beginning the date of Contractor's termination, breach and/or cancellation through the contract expiration date.
21. FWHA reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable, performing work under any contract resulting from this RFQ. Replacement shall occur within two (2) days of notification by FWHA.
22. FWHA must maintain appropriate records (payrolls, work orders, job descriptions, training program materials and apprentice/trainee registrations and any other data related to the employment and utilization of maintenance laborers and mechanics) which must be preserved for no less than three years or until resolution of any dispute. Employers under contract to FWHA to provide maintenance work must submit to FWHA their original employment records as described above or agree to retain the original employment records for three years or until resolution of any dispute subject to this solicitation.

## Attachment A – Property & Unit Breakdown

Property Name	Address	Total Units	Bedroom Breakdown
<b>Beacon Heights</b>	2210 Beacon Street	100	96 One Bedrooms 4 Two Bedrooms
<b>Brooklyn Manor (BMA)</b>	3626 Brooklyn Avenue	52	26 One Bedrooms 26 Two Bedrooms
<b>Brookmill Court</b>	2751 Millbrook Drive	108	12 One Bedrooms 20 Two Bedrooms 62 Three Bedrooms 10 Four Bedrooms 4 Five Bedrooms
<b>Hillcrest Commons</b>	711 E Tillman Road	24	24 One Bedrooms
<b>Maumee Terrace</b>	902–932 Harmar Street	16	16 One Bedrooms
<b>McCormick Place</b>	2811 McCormick Avenue	96	8 One Bedrooms 20 Two Bedrooms 38 Three Bedrooms 18 Four Bedrooms 12 Five Bedrooms
<b>Miami Homes</b>	2111 Cheyenne Drive	48	32 Efficiencies 16 One Bedrooms
<b>North Highlands</b>	2100 Saint Mary’s Avenue	105	101 One Bedrooms 4 Two Bedrooms
<b>River Cove</b>	2430 River Cove Lane	75	37 Two Bedrooms 26 Three Bedrooms 6 Four Bedrooms
<b>Scattered Sites</b>	Various Locations	52	41 Three Bedrooms 11 Four Bedrooms
<b>South Side Senior Villas (SSV)</b>	7240–7260 John Street	16	16 One Bedrooms
<b>Tall Oaks</b>	7300 Decatur Road	105	103 One Bedrooms 2 Two Bedrooms
<b>Village of Brooklyn Pointe</b>	2003, 2007, 2011 Nuttman Avenue	20	10 One Bedrooms 10 Two Bedrooms
<b>Whispering Oaks</b>	7284–7288 Decatur Road	24	24 One Bedrooms

## Attachment B – Commercial Cleaning Services Pricing Sheet

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

Contact Person: \_\_\_\_\_

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

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

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

### Pricing Instructions

- Provide pricing for the services described below. All rates must include labor, materials, equipment, supervision, overhead, and profit.
- All proposed rates must comply with applicable HUD maintenance wage rate requirements, if applicable.
- FWHA reserves the right to request clarification or additional detail regarding pricing.

### Routine Cleaning Services

Provide pricing for recurring pest control services.

Provide pricing for recurring cleaning services at each location listed below based on the required frequency.

Location	Address	Cleanings Per Week	Price Per Week
Administration Building	7315 Hanna Street	3	\$_____
Beacon Heights High-Rise	2210 Beacon Street	3	\$_____
McCormick Resource Center	2007 McCormick Avenue	3	\$_____
Miami Homes Business Office	2111 Cheyenne Drive	2	\$_____
Tall Oaks High-Rise	7300 Decatur Road	3	\$_____
North Highlands High-Rise	2100 Saint Mary's Avenue	3	\$_____
Hillcrest Commons	711 E. Tillman Road	3	\$_____

## Optional / Additional Services

Provide pricing for services that may be requested on an as-needed basis.

Description	Rate
Floor Stripping and Waxing (per occurrence)	\$ _____
Additional Deep Cleaning Services	\$ _____
Window Cleaning (beyond scheduled services)	\$ _____

## Hourly Rates (if applicable)

Labor Category	Hourly Rate
General Cleaning Staff	\$ _____
Supervisor/Lead	\$ _____

All additional services must be pre-approved by FWHA prior to performance.

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### Acknowledgement

By signing below, the Respondent certifies that:

- All pricing provided is complete and accurate
- Pricing includes all costs necessary to perform the work as described in the RFQ
- The Respondent understands that FWHA will not pay for incomplete or unsatisfactory work
- The Respondent agrees to comply with all requirements outlined in the RFQ

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

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

## Attachment D – Firm Information Form

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

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

City, State, Zip: \_\_\_\_\_

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

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

### Business Information

**Type of Business:**

Corporation    Partnership    Sole Proprietor    Other: \_\_\_\_\_

Year Established: \_\_\_\_\_

Federal Tax ID (EIN): \_\_\_\_\_

### Primary Contact / Project Lead

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

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

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

Email: \_\_\_\_\_

### Experience

Briefly describe your experience providing similar services (attach additional pages if needed):

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### Staffing Capacity

Briefly describe your staffing capacity and ability to meet FWHA turnaround expectations:

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### References (Minimum of 2)

**Client Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

### Compliance & Certifications

Has your firm or any principal ever been debarred or suspended from doing business with a federal, state, or local agency?

Yes  No

If yes, explain: \_\_\_\_\_

Does your firm carry general liability insurance?

Yes  No

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### Certification

I certify that the information provided is true and accurate to the best of my knowledge.

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

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

## **Attachment E – HUD & Federal Compliance Requirements**

This attachment outlines applicable HUD and federal compliance requirements for this solicitation. Requirements included herein are based on the nature of the services being procured and will apply as appropriate.

### **Form HUD-5369-B – Instructions to Offerors (Non-Construction)**

This form establishes federal procurement requirements for service-based solicitations. It applies to all respondents and governs submission procedures, evaluation conditions, and award processes.

### **Form HUD-5370-C – General Conditions for Non-Construction Contracts**

This form establishes the contractual terms and conditions that will govern the awarded contract, including provisions for termination, disputes, payments, and compliance.

Section I and/or Section II will be incorporated into the final contract as applicable:

- Section I applies to contracts that meet applicable HUD threshold requirements.
- Section II applies to maintenance contracts and shall be included when required under HUD regulations.

### **Maintenance Wage Rate Requirements (HUD-52158)**

This contract may be subject to HUD maintenance wage rate requirements under the U.S. Housing Act of 1937, depending on the nature of the services being procured.

Where applicable:

- Contractors shall comply with all HUD maintenance wage determinations, including minimum hourly wage rates and fringe benefits for maintenance laborers and mechanics.
- The applicable HUD Maintenance Wage Rate Determination (Form HUD-52158) will be provided prior to contract execution or issued by addendum.
- All proposed hourly rates must be sufficient to meet or exceed applicable HUD wage requirements.

If applicable, the current HUD Maintenance Wage Rate Determination (Form HUD-52158) will be included as part of this solicitation or issued by addendum.

### **Section 3 Requirements (24 CFR Part 75)**

Section 3 requirements will apply if the contract is funded in whole or in part with HUD assistance.

The selected contractor must comply with all applicable Section 3 requirements under 24 CFR Part 75.

No evaluation preference will be applied unless otherwise stated. Compliance will be required at the contract stage.

### **Debarment and Suspension (SAM.gov)**

FWHA will verify contractor eligibility through the System for Award Management (SAM.gov). Contractors must not be listed as excluded from federal contracting.

### **General Compliance**

The selected contractor must comply with all applicable federal, state, and local laws, regulations, and requirements, including but not limited to:

- Equal Employment Opportunity (EEO)
- Non-discrimination requirements
- Labor and employment laws
- Safety regulations

# 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 II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**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

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

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

## **7. Subcontracts**

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

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

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