



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

Regional Housing Authority Request for Proposal



Landscape Services

H2F, NSP, 1455 Butte House Rd. office

Date: November 1, 2018

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Regional Housing Authority Landscaping Services

Landscaping Services Request for Proposal Schedule due dates and times

August 29, 2018	RFP notices posted on RHA web site, mailed to potential Contractors.
September 12, 2018	Mandatory meeting for bidders 9:00 AM
September 17, 2018	Last day for questions. Questions must be signed and submitted in writing by 2:00 P.M. Questions may be submitted by e-mail. t.goodwin@regionalha.org subject line: Landscaping Services
September 19, 2018	By 10:00 AM All questions will be clarified through an addendum.
September 26, 2018 at 2:00 PM	Proposal receipt deadline. Proposals opened. All proposals are due at 415 Miles Ave Yuba City, CA. 95991. No late proposals will be accepted.
October 10 or 24, 2018	Present Recommendation to Board of Commissioners.
November 1, 2018	Vendors are notified of award decision.
December 1, 2018	Contract term begins

Mandatory meeting

There will be a MANDATORY meeting on Wednesday, September 12, 2018. We review contract to give all contractors a chance to understand their contract requirements.

Date and time Wednesday, September 12, 2018 at 9 AM sharp there will be a sign in sheet required

location 415 Miles Ave., Yuba City 95991 (maintenance office)

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Request for proposal (RFP)

landscape services

Regional Housing Authority (therein after is called RHA) is requesting proposal for companies to provide landscape services to our corporate office building at 1455 Butte House Rd. and H2F / NSP properties located city of Marysville, city of Yuba City, Sutter County, Live Oak.

The company selected will be provided a five-year contract, 2018 to 2023

Contact person and address for submission of proposals

Interested, qualified companies and persons are interested to submit a proposal or questions to the following person and address to:

Tom Goodwin Operations Manager
Regional Housing Authority
1455 Butte House Rd., Yuba City, CA 95993
telephone 530-671-0220 extension 214
fax 530-674-8596
email t.goodwin@regionalha.org

Sealed envelope clearly marked

Proposals must be submitted in a sealed envelope addressed to the contract indicated above, the name of the company submitting a proposal, with the wording clearly printed on the front of the envelope:

proposal for landscape services HSP /H2F / 1455 office

Scope of work: exhibit (C)

to provide landscape services, as per the specifications outlined herein. All materials and work shall be guaranteed to be as specified and to be completed in a substantial professional manner according to the specifications herein and standard industry and practices, EPA regulations, local County, cities, state, and RHA disposal regulations. (See scope of work under exhibit C list below)

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Specifications

- RHA reserves the right to terminate this contract at any time for any reason as a no-fault, within 30 day written notice to terminate / the contractor may also terminate the contract with a 30 day written notice.
- The contractor may only perform landscape services during regular working hours Monday through Friday 8 AM to 5 PM. Working outside those hours requires prior approval by operations manager or his or her designee.
- Specific work schedules for each location will be determined in advance with Tom Goodwin operations manager
- The contractor will need to provide a work schedule showing each property and what day of the week services will be performed
- The main office at 1455 Butte House Rd. will be mowed and blow sidewalks parking lot area from debris every Monday prior to 7 AM / and on Wednesdays prior to 7 AM sidewalks
- Contractor will provide a work schedule within the first week of signing contracts the location day of the week and approximate time identifying the workflow throughout our properties
- Contractor will use materials that are approved safe for public facilities
- Protective clothing will be worn when appropriate
- Contractor shall be licensed and insured always
- Contractor shall provide their employees with company name / logo / individual name on all Shirts / Jackets
- Contractor will also be required on a twice a year schedule to blowout/cleanout all gutters and downspouts, a schedule shall be provided to RHA one week from signing the contract
- All houses will be serviced once a week except between the months of November through March they will only be maintained every other week unless, unforeseen season happens we will make that determination each year.
- Regional Housing Authority Main office at 1455 Butte House Rd. will be an exception. This property will be done twice a week, every week and work hours are different, Lawn will be done Mondays prior to 7 AM, blow sidewalks and parking lots on Wednesdays by 7 AM.

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Ability to Provide proof of the following

- A letter of introduction on company letterhead, president or owner of company contact information, given a short description of your experience in related industries, experience, and a short bio of the company.
- Gen. liability insurance with regional Housing Authority listed as an additional ensure, in the amount of \$1 million per occurrence/\$2 million general aggregate limit
- Auto insurance in the amount of \$1 million per incident for each vehicle working on RHA sites
- Proof contractor and all employees are insured
- List of 4 companies you are currently providing this similar type of landscape services for including (for references)
- Contact information

Any RFP submitted without said "PROOF" will not be considered in the contract award process

Proposal evaluation

The regional Housing Authority will evaluate the proposals based upon the following criteria

- proposal cost (65%)
- references (10%)
- prior Public or Government housing experience (15%)
- ability to staff the needs of the contract (10%)

All proposal cost must be made on a written required proposal form attachment **Bid form (A) & (B)** all blank spaces on submitted contract must be filled in, using only blue or black ink or typewriter if preferred **no pencil usage will be accepted** when submitted only one copy of the bid form is required

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Special note... On every page of submitted proposals / contract in the lower right-hand corner of each page must be initialed by an approved authority from your company, on the first page you must print that person's name thereafter they may initial, again only using black or blue ink, the entire contract package must be returned with initials in the lower right-hand corner this verifies that you have acknowledged each PAGE.

Rejection of proposals

**RHA reserves the right to waive any informalities or minor defects or reject all proposals.

All questions regarding specifications and scope of work must be submitted in writing by email to, Tom Goodwin at t.goodwin@regionalha.org no later than September 17, 2018 at 2 PM

Proposal due dates

Proposals will be received by RHA at 415 Miles Ave., Yuba City, CA 95991 (maintenance office). Proposals will not be opened publicly; a letter will be emailed to each non-successful and then award letter will be sent to the successful bidder.

Regional Housing Authority may make such investigations as deemed necessary to determine the ability of the company to perform the work and the Company shall furnish to the RHA all such information and data for this purpose as RHA may request. The RHA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such company fails to satisfy RHA that such Company is properly qualified to carry out obligations of this agreement and to complete the work contemplated therein.

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Proposal

RHA will consist of the contract and attachments in its entirety with all portions filled out and lower right-hand corner of each page will be initialed by approved representative of the bidding company. The contract proposal will be submitted in its entirety missing no pages.

Name of Company

Street Address

Signature

City

State

Zip Code

Title

(Area Code) Phone Number

Date

(Area Code) Fax Number

SSN or Federal Tax ID No.

Business License No./Issuing Agency

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A-1

1	H2F 815 BRIDGE ST	YC	Front yard		* Will be removed when houses are demolished estimated 2020
2	H2F 817 BRIDGE ST	YC	Front yard		*Will be removed when houses are demolished estimated 2020
3	H2F 829 BRIDGE ST	YC	Front yard		*Will be removed when houses are demolished estimated 2020
4	H2F 925 BRIDGE ST	YC	Front yard		*Will be removed when houses are demolished estimated 2020
5	H2F 545 LAUREL ST	YC	Front yard		
6	H2F 732 WINSLOW DR	YC	Front yard		
7	H2F 764 REGENT LP	YC	Front yard		
8	H2F 825 JONES ST	YC	Front yard		
9	H2F 847 CHESTNUT ST	YC	Front yard		
10	H2F 1035 OAKWOOD DR	YC	Front yard		
11	H2F 1082 MCCOLLUM AVE	YC	Front yard		
12	H2F 1483 GRAY AVE	YC	Front yard		
13	H2F 950 WASHINGTON AVE	YC	Front yard		

14	NSP 1853 RUTHERFORD	YC	Front yard		
15	NSP 1399 SHERMAN	YC	Front yard		
16	NSP 200 JESSICA DR	YC	Front yard		
17	NSP 714 ANDREW DR	YC	Front yard		
18	NSP 760 GROVE CT	YC	Front yard		
19	NSP 898 S BARRET RD	YC	Front yard		
20	NSP 1243 YOLANDA DR	YC	Front yard		
21	NSP 1475 WENDELL WY	YC	Front yard		
22	NSP 1763 NEWPORT DR	YC	Front yard		
23	NSP 1803 REDHAVEN AVE	YC	Front yard		
24	NSP 1942 WILD RIVER DR	YC	Front yard		
25	NSP 2085 NICOLAOUS DR	YC	Front yard		
26	NSP 3117 ROOSEVELT RD	YC	Front yard		
27	NSP 238 B ST	YC	Front yard		
28	NSP 800 KIMBALL AVE	YC	Front yard		
29	NSP 954 BRIDGE ST	YC	Front yard		
30	NSP 2368 WALNUT DR	LO	Front yard		
31	NSP 2660 DATE ST	LO	Front yard		
32	NSP 3050 FORSTNER CT	LO	Front yard		
33	NSP 1992 BRIDGE ST	YC	Front yard		
34	NSP344 ANITA WAY	YC	Front yard		

35	TRIO 1950 ANTHONY WAY	YC	Front yard		
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36	MH 814 FS MARYSVILLE	MSV	Front yard	Backyard	two side yards and parking lot.
37	MH 517 TEESDALE RD	YC	Front yard	Backyard	
38	MH 519 TEESDALE RD	YC	Front yard	Backyard	

39	1455 Butte House main office	YC	ALL	ALL	Mow, Trim, blow Monday before 7 AM / Blow front only Wednesday before 7 AM
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*****Front yard means anything in front and or side up to backyard fence

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	Bid Form (A)		Bid Per week
1	H2F 815 BRIDGE ST	YC	\$
2	H2F 817 BRIDGE ST	YC	\$
3	H2F 829 BRIDGE ST	YC	\$
4	H2F 925 BRIDGE ST	YC	\$
5	H2F 545 LAUREL ST	YC	\$
6	H2F 732 WINSLOW DR	YC	\$
7	H2F 764 REGENT LP	YC	\$
8	H2F 825 JONES ST	YC	\$
9	H2F 847 CHESTNUT ST	YC	\$
10	H2F 1035 OAKWOOD DR	YC	\$
11	H2F 1082 MCCOLLUM AVE	YC	\$
12	H2F 1483 GRAY AVE	YC	\$
13	H2F 950 WASHINGTON AVE	YC	\$

14	NSP 1853 RUTHERFORD	YC	\$
15	NSP 1399 SHERMAN	YC	\$
16	NSP 200 JESSICA DR	YC	\$
17	NSP 714 ANDREW DR	YC	\$
18	NSP 760 GROVE CT	YC	\$
19	NSP 898 S BARRET RD	YC	\$
20	NSP 1243 YOLANDA DR	YC	\$
21	NSP 1475 WENDELL WY	YC	\$
22	NSP 1763 NEWPORT DR	YC	\$
23	NSP 1803 REDHAVEN AVE	YC	\$
24	NSP 1942 WILD RIVER DR	YC	\$
25	NSP 2085 NICOLAIOUS DR	YC	\$

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	Bid Form (B)		Bid Per week
26	NSP 3117 ROOSEVELT RD	YC	\$
27	NSP 238 B ST	YC	\$
28	NSP 800 KIMBALL AVE	YC	\$
29	NSP 954 BRIDGE ST	YC	\$
30	NSP 2368 WALNUT DR	LO	\$
31	NSP 2660 DATE ST	LO	\$
32	NSP 3050 FORSTNER CT	LO	\$
33	NSP 1992 BRIDGE ST	YC	\$
34	NSP344 ANITA WAY	YC	\$

35	TRIO 1950 ANTHONY WAY	YC	\$
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36	MH 814 FS MARYSVILLE	MSV	\$
37	MH 517 TEESDALE RD	YC	\$
38	MH 519 TEESDALE RD	YC	\$

39	1455 Butte House main office	YC
	Yuba City	YC
	Marysville	MSV
	Live Oak	LO

Extra work per Hour	ALL	\$
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Exhibit (C)

scope of work

- A. Services contractor shall provide professional landscape services on all types of property and styles throughout any owned/managed properties or added properties of regional Housing Authority jurisdiction.
- B. Properties may be added or removed with little to short notice. The bid price will be reduced on properties that have been removed, an addendum will be offered on the properties that may be added in the future and the price will be negotiated.
- C. This is included but not limited to grass mowing, blowing edging trimming, hedging, fertilizer application, herbicide application, maintaining tree's in the roadway up to 12 feet, and on walkways up to 9 feet, and shall be kept away a minimum of 1 foot from the structure. Replanting, reseeding, sprinkler head repair, sprinkler o'clock maintaining, set manage and maintain watering cycles, subject to any restrictions imposed by city, County, government agency or RHA ensure to not damage or destroy sprinkler systems including sprinkler heads. In the end of each mowing trip all sprinkler systems shall checked.
- D. All contractor employees working on or around RHA facilities owned or managed properties shall wear shirts and identification such as company logos and name of employee this will be done at no additional cost to RHA. All services this will include but not limited to lawn areas flowerbeds sidewalks patios front and or back sites in common area parking lots and or roadways that are private shall be maintained.
- E. Contractor must abide by assembly Bill 1826 green waste reduction act.
- F. Contractor will provide all materials labor to perform all functions of the job within the scope of this contract at no additional charge to RHA.
- G. Mowers, all mowing machines will have a basket /bag attachment on it at all times mulching will be allowed throughout the year.
- H. Contractor will be responsible for the disposing of all green waste in accordance to state and local requirements.
- I. Fertilizing will be done twice here at the minimum or as per your company schedule wintertime with a pre-emergent, springtime with a general fertilizer at all locations.
- J. Seeding, shall be done in accordance to general landscape requirements.
- K. Bushes and shrubs are to be maintained in such a way that they do not impede of on public or private sidewalks roadways or pathways.
- L. Pre-seeding of grass will be done each spring with fertilizing

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- M. Contractor shall provide MSDS product labeling of all materials used on RHA sites, it is the contractor's responsibility provide three binders at the beginning of the job in the contractor's responsibility to notify RHA of any change in product.
- N. Weed control will be provided by the contractor, this shall be up to the contractor to manage and maintain all weeds and grass areas, flower beds, shrubs areas, all common areas including any cracks in the roadway or sidewalk, patio (known as weed cracks). A notice will be posted prior to each time spraying is conducted per regulations.
- O. Schedule shall be provided to each resident one week prior to starting this contract so the resident may be notified of the day that services will be performed on their lawn.
- P. The contractor is also to provide a gutter and downspout cleaning schedule this will happen twice a year and will happen between the months of November and March.
- Q. Post herbicide control information sign with the date, time, location, of each application and the product application and appropriate area and including contact information
- R. All information of herbicide shall be available to any resident that may ask within 15 minutes.
- S. Contractor and his or her supervisor must be able to communicate electronically, ability to read and write English, also keep an open line of communication will be critical for success of this contract and for the safety of all involved
- T. All cost of fuel, oil, equipment, labor provided to include but not limited to fertilizer, seeds, roundup or other defoliant herbicides, rental equipment, are at the sole discretion of the contractor and no additional cost to RHA
- U. Contractor will be asked from time to time to give pricing to replace shrubs, plant shrubs, add landscaping material such as rock or bark this will be a negotiated additional cost between RHA management and the contractor based on your hourly rate on the bid form.
- V. All houses will be serviced once a week except between the months of November through March they will only be maintained every other week unless, unforeseen season happens we will make that determination each year. Except 1455 Butte House office it will be year round twice a week.

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Record Keeping and Public Access to Information

contractor will maintain records of all services provided, employee logs, any treatments for at least (3) years. Affirmation regarding landscape services activities will be made available to the public at the RHA administration office request to be notified of herbicide application also be made at the office

Certified payroll

The contractor will be required to provide certified payroll for each it does work on RHA project, if you issue payroll weekly than a certified payroll will need to be submitted electronically to operations manager Tom Goodwin, if you are a biweekly pay cycle is biweekly you will need to provide certified payroll to operations manager Tom Goodwin.

HUD 11 employee interview

from time to time RHA has the right to interview your employees to ensure that they are properly paid not working over allotted time paid any holiday or overtime as required

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Section 10 – HUD Form

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RHASNC is an equal opportunity employer and, as such, does not engage in unlawful, discriminatory employment or contracting practices. RHASNC undertakes actions to ensure that employees and applicants are treated without regard to their race, color, ancestry, national origin, religion, marital status, sex, sexual orientation, physical or mental handicaps, medical condition, special disabled or Vietnam era status or, within the limits of the law and Housing Authority regulations, age or citizenship. RHASNC requires Consultants to follow these same practices in both employment and contracting matters and to communicate these policies within their organizations.

Section 10 – HUD Forms

Consultants shall include fully executed copies of the following HUD-required forms that are included in this RFP:

- A. HUD-5369-C Certifications and Representations of Offerors
- B. Section 3 Assurance Form
- C. Section 3 Schedule A Acknowledgment
- D. Section 3 Attachments A and B
- E. Section 3 Business Certification

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.

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(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.]

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Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [] is, [] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [] is, [] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

Handwritten signature/initials and date 2/9/99

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United State, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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

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TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION

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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA 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 obligation under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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SECTION 3 ASSURANCE

This form must be completed and submitted with bid package.

I. The undersigned _____, as an official representative
(Representative)
of _____ agree to comply with Section 3 requirements for
(Contractor)
_____. It is understood that failure to comply
(Project)
may result in the following sanctions: cancellation, termination, or suspension in
whole or in part of this contract.

II. 1. How many positions will be needed on this project? _____
Occupational Categories: Provide Detail in Attachment A)

2. How many of these positions will be filled by your regular, permanent
employees? _____

3. How many positions are projected to be filled by low income area residents? _____
Occupational Categories: (Provide Detail in Attachment A)

4. Will you be hiring any new employees for this project? _____ If yes, how many
positions are projected to be filled by low income area residents? _____

5. How many subcontractors will be utilized for this project? _____

6. Of these subcontractors, how many are Section 3 subcontractors? _____
(Provide Detail in Attachment B)

7. How many businesses/suppliers will be utilized? _____

8. Of these, how many are Section 3 businesses/suppliers? _____
(Provide Detail in Attachment B)

Authorized Signature: _____ Date: _____

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SECTION 3 SCHEDULE A ACKNOWLEDGEMENT

NAME OF CONTRACTOR:

RESIDENT EMPLOYMENT AND TRAINING CONTRACT COMPLIANCE

- I. EMPLOYMENT AND TRAINING FOR RHASNC RESIDENTS AND LOW AND VERY LOW-INCOME AREA RESIDENTS
 - A. The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 and Owner's Section 3 requirements. The contractor hereby submits this Schedule A as its Section 3 Opportunities Plan. The contractor agrees to employ a full time Section 3 Coordinator for the duration of the project.
 - B. The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same level of detail as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to RHASNC residents.
 - C. Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule A and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy the Owner's resident hiring requirements. Please complete the Employment Needs on the attached page with the following:
 1. Job categories of construction trade, administrative, or other jobs that will be necessary on this project.
 2. Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time.
 3. Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
 4. Total number of expected Section 3 new hires in each category. This number should reflect all the low and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires.

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II. SECTION 3 BUSINESSES – SUBCONTRACTING OPPORTUNITIES

In a one-page letter on your firm's letterhead, please provide the following:

- A. Your company's goals, expressed in terms of percentage of planned subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- B. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- C. A description of the method used to develop the goals above and the efforts to be undertaken by the contractor to meet those goals.

III. COMPLIANCE

- A. Positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 CFR Part 1235 et seq., as amended.
- B. Each bidder/proposer must include a Section 3 Opportunities Plan and a Schedule A, which indicates it's commitment to meet the Owner's resident hiring requirement.
- C. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and a Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.
- D. Failure of the contractor to comply with the approved plan shall be a material breach of the contract.

Acknowledged by:

Name of President of Authorized Officer

Company Name

Signature and Title

Date

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SECTION 3

ATTACHMENT A

ESTIMATED PROJECT WORK FORCE BREAKDOWN

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Supervisor				
Professional				
Technical				
Off/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

Date: _____

Company

Project Name

Project Number

Person Completing Form

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SECTION 3

ATTACHMENT B

Section 3 of the Housing and Urban Development Act of 1968

PROPOSED CONTRACTS/SUBCONTRACT BREAKDOWN

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER	TOTAL APPROX. DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACT - SECTION 3 BUSINESSES	ESTIMATED DOLLAR AMOUNT - SECTION 3 BUSINESSES

Company: _____

Project Name: _____

Project Number: _____

Person Completing Form: _____

Date: _____

**** NOTE:** This document is to be submitted by the contractor with bid documents.

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Regional Housing Authority of Sutter and Nevada Counties
 1455 Butte House Road, Yuba City, CA 95993
 Phone: (530) 671-0220, Toll Free: (888) 671-0220
 TTY: (866) 735-2929, Fax: (530) 673-0775
 Website: www.rhasnc.org

SECTION 3 BUSINESS CERTIFICATION

The undersigned bidder/contractor certifies as part of its bid or contract that it is a Section 3 business as indicated below (check appropriate box):

- Category 1 Business:** A business that is owned by 51% or more Section 3 Residents.
- Category 2 Business:** A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years.

A Section 3 Resident is defined as any low or very low income person. Low income is defined as 80% of the area median income based on family size.

Family Size	Sutter/Yuba/Colusa Maximum Income Limits	Nevada County Maximum Income Limits
1	\$33,000	\$40,850
2	\$37,700	\$46,650
3	\$42,400	\$52,500
4	\$47,100	\$58,300
5	\$50,900	\$63,000
6	\$54,650	\$67,650
7	\$58,450	\$72,300
8	\$62,200	\$77,000

- Category 3 Business:** A business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontractors to Section 3 Businesses.
- Is not a Section 3 Business.

 Business Name

 Project

 Business Address

 Certifying Signature

 Title

 Date

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REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

Insert maintenance
wage rate page here if
Applicable

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Maintenance Wage Rate Decision		U.S. Department of Housing and Urban Development Office of Labor Relations		HUD FORM 52158 (06/2006)	
Agency Name: Regional Housing Authority of Sutter and Nevada Counties 1455 Butte House Road Yuba City, CA 95993		LR 2000 Agency ID No:	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance		
		Effective Date: 4/1/2017	Expiration Date: 3/31/2018		
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p><i>Patchara Baumgartner</i> Patchara Baumgartner, Contractor Industrial Relations Specialist HUD Labor Relations (Name, Title, Signature)</p> <p style="text-align: right;">3/22/17 Date</p>					
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	
Laborer Maintenance Worker Maintenance Technician I Maintenance Technician II Lead Grounds/Maintenance Worker		\$15.81 \$16.39 \$17.97 \$19.78 \$18.03	\$6.96 \$7.21 \$7.91 \$8.70 \$7.93		
		<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:			

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REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

Insert your insurance
requirements pages
here

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COPY

CERTIFICATE OF LIABILITY INSURANCE

OP ID: DJ

DATE (MM/DD/YYYY)
07/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Insurance Services License # 0B01094 310 Hemlock Way, Suite 200 Redding, CA 96002-0935 Select Business Unit	CONTACT NAME: Select Business Unit PHONE (A/C, No, Ext): 530-222-4737 FAX (A/C, No): 530-222-3771 E-MAIL ADDRESS:
INSURED [REDACTED] [REDACTED]	INSURER(S) AFFORDING COVERAGE
	INSURER A: Financial Pacific Ins Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

RECEIVED
JUL 25 2016
RHASNC

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		88320278	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DED RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE ORIGINAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

must have

COPY

CERTIFICATE HOLDER REG1455 Regional Housing Authority of Sutter and Nevada County 1455 Butte House Road Yuba City, CA 95993	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. Person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. **Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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HUD 11 record of employment

P937

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	Pension Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/>			10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/>			
9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/>			11. Have you ever been threatened or coerced into giving up any part of your pay? Y <input type="checkbox"/> N <input type="checkbox"/>			
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

Pg 38

**Record of Employee Interview
Instructions**U.S. Department of Housing
and Urban Development
Office of Labor RelationsOMB Approval No. 2501-0009
(exp. 10/31/2010)InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

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Sample

Weekly contractor reporting

2940



REGIONAL HOUSING AUTHORITY

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Insert copy of

1. Contractor's license
2. Business license
3. Any other applicable license

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Company introduction letter

1. References
2. Experience as a relates to current contract out for bid.
3. Ability to staff this project
4. a paragraph or two given and oversight history experience knowledge ownership of your business as it relates to landscaping
5. Any additional information that you feel RHA should consider your company for this contract

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