

RFP 23-04
Grounds Maintenance
November 2023

Butler Metropolitan Housing Authority
4110 Hamilton-Middletown Rd.
Hamilton, OH 45011

Table of contents

1.0	Introductions to Proposers	4
1.1	Preparation of Proposals	4
1.2	Explanation to Prospective Proposers	4
1.3	Questions	5
1.4	Amendments to Solicitation	5
1.5	Proposal Requirements	5
1.6	Time for Receiving Proposals	6
1.7	Proposal Withdrawal	6
1.8	Proposal Submission	6
1.9	Late, Submissions, Modifications, and Withdrawal of Proposals	7
1.10	Evaluation of Proposals	8
1.11	Responsibility of Prospective Proposer	8
1.12	Negotiations with Selected Proposer	9
1.13	Contract Award	9
1.14	Contract Term	9
1.15	Review of Services	9
1.16	Service of Protest	10
1.17	Notice of Award	10
1.18	Commencement of Work	10
1.19	Cost of Producing Proposal	10
1.20	Submission Conditions	10
1.21	Qualifications of Proposers	11
1.22	Public Records	11
1.23	Suspended/Debarred	11
1.24	Key Personnel	11
1.25	Assignments	12
1.26	Termination	12
1.27	MBE/FBE/Section 3	12
1.28	Laws to be Observed	12
1.29	Licensing Requirements	12
1.30	Hold Harmless Clause	12
1.31	Breach of Contract	12
1.32	Complaints	13
1.33	Compensation	13
1.34	Final Payment	13
1.35	Resident Council Meeting	13
1.36	Pre-Proposal Conference	13
1.37	Property Damage	13
1.38	Trial Period	14
2.0	Specifications	15
3.0	Submission Requirements	23
4.0	Evaluation Criteria	24
	Exhibit A - Proposal Form	25
	Exhibit B - Section 3 Policy	32
	Exhibit C - Required Forms	62

Request for Proposal

The Butler Metropolitan Housing Authority (BMHA) will receive proposals for the following services:

Scope of Services: RFP 23-04 Grounds Maintenance

Closing Time: 2:00 p.m.

Closing Date: January 4, 2024

Where: Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

Phone: (513) 868-5238 **Fax:** (513) 896-9381

A contract will be awarded to the lowest priced responsive, responsible proposer who has complied with the conditions of the specifications.

Statements received after the stated time and date will not be considered.

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Michelle Graham (513) 868-5238.

BMHA reserves the right to cancel this Request for Proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this Request for Proposal, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any proposer to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any proposer for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to establish BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all proposers are advised they must satisfy the goal to utilize qualified minority businesses to perform the subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

BUTLER METROPOLITAN HOUSING AUTHORITY
By; Michelle Graham, Procurement/Budget Assistant

1.0 Instructions to Proposers

Introduction

This Request for Proposal (RFP) identifies the requirements that are considered to be the minimum required by BMHA. This RFP attempts to provide the proposer with sufficient information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFP, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

1.1 Preparation of Proposals

Proposers 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 proposer's risk.

Each proposer shall furnish the information required by the solicitation. The proposer shall sign the proposal 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 proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to BMHA.

Proposals for services other than those specified will not be considered.

1.2 Explanation to Prospective Proposers

Any prospective proposer desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) days before closing date. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective proposer concerning a solicitation will be furnished promptly to all other prospective proposers as an amendment of the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective proposer.

1.3 Questions

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to:

Michelle Graham
Procurement/Budget Assistant
4110 Hamilton-Middletown Road
Hamilton, OH 45011
Fax # (513) 896-9381
Email Address: mgraham@butlermetro.org

Questions may be submitted until 12:00 p.m. (noon) eastern time December 21, 2023. Answers and responses will be distributed to all prospective proposers after that date.

1.4 Amendments to Solicitation

If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged. Proposers must acknowledge receipt of any amendments to this solicitation by signing and returning the amendment.

BMHA must receive the acknowledgement by the time specified for receipt of proposals. Failure to acknowledge all amendments may result in rejection of submission.

The Authority will endeavor to provide copies of addenda to all potential proposers to which this Request for Proposal has been mailed, but it will be the responsibility of each proposer to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this Request for Proposal and all proposers will be bound thereby, whether or not the addenda are actually received by the proposer.

All addenda may be downloaded from www.butlermetro.org, or may be obtained by contacting Procurement/Budget Assistant listed in Section 1.3.

1.5 Proposal Requirements

Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. **These forms, required at the time of submission, must be signed and provided to BMHA.** (Forms may be downloaded from www.butlermetro.org, or obtained by contacting Procurement/Budget Assistant in Section 1.3)

- Debarment Certification for Prime and all levels of Sub-Consultants (HUD 2992).
- Instructions to Offerors (HUD-5369-B)
- General Conditions for Non-Construction Contracts (HUD-5370-C).
- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- Declaration regarding material assistance to terrorist organizations (HLS 0038).

- Non-Collusive Affidavit for prime and all levels of Sub-Consultants
- Certificate of Corporate Good Standing for Prime and **all levels** of Sub-proposers
- Listing of three (3) references with contact information
- List of 5 current clients in similar industry with contact information
- Within ten (10) days of notice of award, the following will be requested:
 - Proof of the appropriate insurance coverage:
 - Workers' Compensation – Statutory Amount
 - \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract
 - A **"Certificate of Insurance" must name the BUTLER METROPOLITAN HOUSING AUTHORITY as "third party insured"**
 - General Liability - \$500,000

Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen's Compensation, in accordance with State Law for all employees engaged under this contract. Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Workers' Compensation certificate will be ground for the contracting officer to terminate the contract for default.

1.6 Time for Receiving Proposals

Proposals received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton-Middletown Road Hamilton, OH 45011 will serve as the official time clock.

1.7 Proposal Withdrawal

No proposal shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the proposals without written consent of BMHA.

1.8 Proposal Submission

Proposals must be submitted to BMHA by January 4, 2024 at 2:00pm. (local time) without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

One original copy of the proposal, plus three exact copies marked "Copy" are required. The cost proposal should be attached only with "original" proposal.

To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope of package as follows:

**Request for Proposal
To Provide: Grounds Maintenance
Solicitation No. RFP 23-04
Due: 01/04/24 2:00 p.m.**

Proposals shall be submitted in sealed envelopes or packages using forms furnished by BMHA. All required forms shall be submitted in the envelope or package(s), which will clearly be marked "Proposal Documents" and will show the project name and number, name of proposer and the date and time when proposals are due. Once received by BMHA, proposals will not be returned.

All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful proposer(s) may become part of any contract award at the sole discretion of the Authority.

Facsimile proposals, modifications or withdrawals will not be considered.

Negative or zero prices will cause the whole submission to be deemed a non-responsive submission.

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

1.9 Late Submissions, Modifications, and Withdrawal of Proposals

Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

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

The only acceptable evidence to establish the time of receipt at BMHA is the time/date stamp of BMHA on the proposal wrapper or other documentary evidence of receipt maintained by BMHA.

Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to BMHA will be considered at any time it is received and may be accepted.

1.10 Evaluation of Proposals

Within ninety (90) days after receipt of proposals, BMHA will complete a review of all qualifications.

The Procurement Section will conduct an initial review process. This review of all proposals submitted to establish responsiveness and responsibility according to the submission of required documents on the part of the proposer.

Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each proposer's proposal, (2) rate each proposer's proposal by awarding a point value to each of the evaluation and selection criteria.

Each proposer will ultimately end up with a score based upon the points assigned to the evaluation factors by each team member. All individual factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter into negotiations with the highest rated proposer.

Should the Authority deem it advisable to obtain clarification, proposers yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all proposers may be asked to make such oral presentations.**

During this oral evaluation phase BMHA may, at its discretion, request any one or all proposers to make oral presentations. If invited to participate, at this point, based on their oral presentations, proposers will again be evaluated on the technical evaluation factors.

In consideration of the evaluation team's final scores, BMHA intends to enter into negotiations with, and award a contract to, the highest ranked proposer(s) based on the points received for the **oral evaluation** phase.

The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this request for proposal shall be at the sole discretion of the Authority. In addition, multiple awards may be made.

1.11 Responsibility of Prospective Proposer

BMHA shall award a contract only to a responsible prospective proposer who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective proposer must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
- Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible proposers are available for inspection.

Before a proposal is considered for award, the proposer may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the proposer to provide additional information may render the proposer ineligible for award.

1.12 Negotiations with Selected Proposer

Once the evaluation process is complete, BMHA will negotiate with the highest ranked proposer. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If BMHA and the highest ranked proposer fail to reach an agreement, BMHA may negotiate with the next highest ranked proposer to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services.

1.13 Contract Award

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to BMHA provided the proposal complies with all conditions of the Request for Proposal (RFP). BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. BMHA is prohibited from making an award to firms (including sub-proposers) or any individuals that are on the list of firms ineligible to receive from the United States Governments, as furnished by HUD.

1.14 Contract Term

The Contract term is for two (2) years, effective February 1, 2024 thru January 31, 2026, with the Authority having the option to renew for three (3) additional one-year periods at no additional cost to the Authority, effective February 1, 2026 thru January 31, 2027, February 1, 2027 thru January 31, 2028, and February 1, 2028 thru January 31, 2029.

1.15 Review of Services

90 days prior to the end of the twenty-fourth (24th) month of the initial contract BMHA will evaluate the contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all

information that BMHA deems necessary and pertaining to the service for evaluation.

OPTIONAL RENEWAL PERIOD(S)

By mutual consent of BMHA and the Contractor, the contract may be renewed for three (3) additional twelve (12) month periods ending December 31, 2023. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than 90 days prior to the current contract period expiration date. It is understood and agreed that the contract may be renewed only at the same prices and under the same conditions governing the original contract.

1.16 Service of Protest

Any protest against the award of a contract to this solicitation shall be served on BMHA by obtaining written and dated acknowledgement of receipt from BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for the receipt of proposal or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All proposal protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

1.17 Notice of Award

All proposers will be notified by mail of BMHA's selection as soon as possible. A successful proposer will be issued a Notice of Award.

1.18 Commencement of Work

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed

1.19 Cost of Producing Proposal

The cost of producing proposals is the responsibility of the proposer. BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any proposal.

1.20 Submission Conditions

Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers are not allowed to change the conditions or specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additional and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate the proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be

considered by BMHA as if those additional marks, notations or requirements were not entered on such.

1.21 Qualifications of Proposers

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services and the proposer shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities. BMHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposers are not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.22 Public Records

Proposers acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label each page containing such data, secrets, or information as follows:

“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”

To the extent permitted by law, information labeled by the proposer as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of proposals (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the proposer selected.

Neither a proposal, in its entirety, nor the cost section of a proposal will be considered confidential/proprietary. Any proposal marked as such will be deemed non-responsible and eliminated from further consideration.

1.23 Suspended/Debarred

The Authority will reject the qualifications of any proposer who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any proposer who has previously failed to perform any contract properly for the Authority.

1.24 Key Personnel

The key personnel specified by the successful proposal will be considered essential to the work to be performed by the successful proposer. Prior to diverting any of the key personnel for any reason, the proposers shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not

change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

1.25 Assignments

Unless otherwise agreed to by BMHA's contracting officer, the proposer shall not assign the contract to any other party.

1.26 Termination

Termination may occur for (but is not limited to) the following reasons:

- Proposer fails to perform any provisions within the contract
- Proposer fails to supply ample skilled workman
- Proposer disregards any laws, ordinances, rules or regulations
- HUD funding to the authority is curtailed or reduced
- The convenience of the Authority

1.27 MBE/FBE/Section 3

The Authority has established a goal of 30% Section 3, 20% Minority Business Enterprise (MBE) and 5% Female Business Enterprise (FBE) for contracts exceeding \$10,000. Please indicate the MBE/FBE/Section 3 percentage for your company on the proposal form.

1.28 Laws to be Observed

Proposer warrants compliance with all Federal, State, and Locals laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and/or costs associated with such compliance are the responsibility of the proposer and not payable to the Authority.

1.29 Licensing Requirements

Proposer shall maintain all licenses required by local, state and federal laws.

1.30 Hold Harmless Clause

The proposer will hold BMHA harmless from any and all negligent actions the proposer or their employee/s cause.

1.31 Breach of Contract

Any breach of this contract will result in the Authority withholding payment to the proposer until satisfactory results are obtained.

1.32 Complaints

All complaints concerning unfinished or unsatisfactory work will be forwarded to the proposer by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its options, have the work completed in another manner and the cost of such work be deducted from the payment of the proposer.

1.33 Compensation

The proposer is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

1.34 Final Payment

Proposer will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

1.35 Resident Council Meeting

Proposer shall attend resident council meetings as requested by BMHA.

1.36 Pre-Proposal Conference

There will not be a pre-bid conference with this RFP.

1.37 Property Damage

Contractor is to take extreme care not to damage or destroy the Authority or resident's property, including but not limited to personal, building and vehicles. Should any damage be determined, the contractor is expected to settle the loss in an expeditious and professional manner.

Special Conditions

1.38 Trial Period

If the selected offeror meeting specifications has not previously performed like services for the Butler Metropolitan Housing Authority, the Authority reserves the right to request the services for a trial period. Such a period is to be designated by appropriate Authority personnel to determine that the offeror will perform to the Authority's complete satisfaction. If a trial period is requested, all terms and conditions of the proposal shall apply, and the Contractor shall provide documentation prior to commencement of any work.

Note :

Each proposer may visit the site of each of the listed subdivisions and fully acquaint oneself with the conditions relating to the property to be serviced, so that they may fully understand the facilities difficulties and restrictions. The failure or omission of any proposer to visit each subdivision site shall in no way relieve any obligation to the proposal or the contract.

2.0 Specifications

Contractor Minimum Qualifications

Contractor shall have a full-time staff member with not less than an Associate's Degree in horticulture from an accredited institution as well as a current licensed pesticide applicator by the State of Ohio. Submit a copy of degree and license with proposal.

Contractor shall have no less than 5 years professional experience maintaining other projects of similar size. Projects shall not be less than 50 acres. Please submit list of projects with proposal.

If contractor must sub-contract out any of this contract, it must not be done until BMHA has verified subcontractor and the employees of the subcontractor.

2.1 Scope of Work

In accordance with the terms and conditions set forth, contractor will furnish all tools, materials, equipment and labor necessary to execute the grounds maintenance program in a competent and professional manner.

2.2 General

- Contractor shall perform all work to horticultural standards in workmanship and materials.
- No trucks on turf at any time.
- Should the turf or any trees and shrubs or other desirable plants of the owners or neighbor's property die due to negligence or mistake by the contractor, contractor is to replace at his expense within 30 days.
- Any additional work, not part of the specification, must be approved by the Authority on a separate Purchase Order in order to receive payment.
- Mowing shall **not** be performed in the rain, unless prior approval by BMHA.
- If the contractor is notified by BMHA of a defect or lack of performance of work, the contractor must respond to the BMHA supervisor giving notice within 24 hours of plan to correct work and correct that work with 48 hours.

2.3 Mowing

- Clippings may be left on the turf unless they are dense enough to cause yellowing on the turf surface. If so, they will be raked up and removed from the property.
- Mow lawns every 7 to 14 days depending on growth rate of turf grass.
- Mow grass at height of 2.5 to 3.5" depending on season and species of grass to achieve best results.
- When mowing, contractor will mow at a frequency that will not remove more than 1/3 of the grass blade at each cutting.

- The hillsides at 53.15, Thornhill and Olympus Courts are included in this contract with the intent to maintain them. The hillsides are located to the rear of the buildings from 214 Olympus through 250 Olympus, 3 Thornhill through 10 Thornhill and 215 Olympus through 231 Olympus.
- The hillside at 56.08, Midtonia Village are included in this contract with the intent to maintain them. The hillside is located on the west of the village alongside Breitenbach Anderson Funeral Home.
- Various scattered houses may become vacant from time to time in Middletown and Hamilton areas. Please indicate a price for mowing, trimming (including fence lines) and edging these sites, as per specifications listed above, when assigned: approximate average lot size 7,250 square feet.
- Pick up debris in lawn before commencing work. Mowing of trash will not be acceptable.
- Evaluate lawn. Making note of any problems and bring to the attention of the Maintenance Supervisor.
- Trim with "weed-eater" any areas that are not accessible with rotary mower.
- Clean any grass and debris left on paved surfaces and mulched areas by sweeping or blowing.
- Edge grass from walks, curbs and paved surfaces.

2.4 Trimming

- Bed Edge:
 - One time per month, take trimmer and edge all mulch beds to maintain well defined bed edge.
- Pruning:
 - All trees (<25' height) and shrubs should be selectively pruned to maintain their natural shape and remove dead or dying branches.
 - Pruning cuts are to be made following accepted horticultural standards with the proper tools and safety requirements strictly adhered to.
 - Ground covers are to be maintained and kept inside their growing area.
 - Debris to be cleaned up and disposed of offsite. BMHA dumpsters are not to be used.

2.5 Pest Control

- Monitor trees on a weekly basis for insect and disease pests. When insect disease damage is identified, notify Maintenance Supervisor and recommend course of action.
- Treat pest with the consent of BMHA following all label instructions if a pesticide is used.

2.6 Mulch Bed-Spring Cleanup and Mulching

- Maintain not less than 2" bark mulch on plating beds and tree mulch rings.
- Re-mulch in spring, adding the necessary mulch to maintain the proper depth.

- Maintain clean, sharp bed edges by spade. Edge beds in spring to depth of 4".
- Apply pre-emergent herbicide before mulching. Reapply during the growing season as necessary to maintain weed free beds. Follow all instructions on pesticide label.
- Clean up all debris and weeds from mulch beds when lawn service is complete. Dispose offsite.

2.7 Fall Cleanup

- Fall cleanup with commence during fall leaf drop.
- Cut back dead perennials, rake and remove dead stocks.
- Leaves shall be vacuumed in lawn areas and removed in ornamental beds and disposed offsite.

2.8 Vegetation Control

- Vegetation control products will be used to eliminate weeds in cracks of pavement, sidewalks or curbs, in gravel maintenance strip, along ponds and around obstructions in lawn area reducing damage from weed-eaters. This is performed on a monthly basis or as needed.

2.9 Turf Treatment Program

- Early Spring Fertilization - Mid-February through Mid-March:
 - Apply pre-emergent herbicide to lawn for annual weeds.
- Spring Broadleaf Weed Control plus Fertilizer - Mid-April through Mid-May:
 - Apply liquid selective herbicide for control of broadleaf weeds such as dandelion, plantain, curly dock, etc. and also apply 32-5-7 fertilizer with micros at 1 lb. of N/1000 square feet.
- Early Summer Fertilization and Pre-emergency weed control - June 1st through June 15th:
 - Apply granular fertilizer with N-P-K ration of 3-1-1 at a rate of .5lb of N/1000 ft. 50% of the nitrogen source to be non-water-soluble slow release formulation. Fertilizer should also contain trace elements of iron, calcium and manganese.
- Early Fall Fertilization plus spot broadleaf weed control - September 1st through September 15th:
 - Apply granular fertilizer with N-P-K ration of 3-1-1 at a rate of .5lb of N/1000 ft. 50% of the nitrogen source to be non-water-soluble slow release formulation. Fertilizer should also contain trace elements of iron, calcium and manganese.
- Late Fall Fertilization - Mid-November through December 1st:

- Apply granular fertilizer with N-P-K ration of 3-1-1 at a rate of .5lb of N/1000 ft. 50% of the nitrogen source to be non-water-soluble slow release formulation. Fertilizer should also contain trace elements of iron, calcium and manganese

2.11 Payment

The contractor will submit an invoice for work performed per schedule (submitted by contractor and previously approved by the Authority) of cycle cut along with payroll report. All invoices must be approved by the Maintenance Supervisor, prior to payment. Payment will be monthly subject to acceptable completion of work.

NOTE:

Butler Metropolitan Housing Authority will convert several Public Housing units into HUD's Rental Assistance Demonstration (RAD) program over the next year. The contractor must be willing to cooperate with BMHA through this conversion. This will include but is not limited to billing. The contractor will submit separate invoices to either BMHA or one of the four RAD Limited Partnerships.

2.12 Sites for Grounds Maintenance

Hi-Rise, Administration & Family Units

52-02	Riverside Homes	60 Hanover Dr.	Hamilton, OH
52-03	Henry Long Towers	150 South B St.	Hamilton, OH
52-14	Dayton Lane Gardens	122 N. 6 th St.	Hamilton, OH
53-12	Jackson Bosch Manor	Petty Drive	Hamilton, OH
53-15	Thornhill Dr. & Olympus Ct.		Hamilton, OH
54-10	Glenbrook	15-A thru 65-A	Hamilton, OH
54-16	Winding Creek	Knapp Dr./Herd Ct.	Hamilton, OH
54-17	Mark Petty Plaza	115 Knapp Dr.	Hamilton, OH
55-05	J. Ross Hunt	112 S. Clinton St.	Middletown, OH
55-43	The Townhouse	600 N. Verity Pkwy.	Middletown, OH
56-08	Midtonia Village	Off of Sutphin	Middletown, OH
56-41	Townhomes West	1820 S. Main St.	Middletown, OH
56-42	Townhomes East	1937 Minnesota/18 th Ave.	Middletown, OH
57-06	Concord Green	Concord Avenue	Middletown, OH
57-07	Freedom Court	Breile near Jefferson	Middletown, OH
57-13	Wayne & Sherman	1805 Sherman	Middletown, OH
Central	Terry R. Kimmons Admin. Center	4110 Hamilton-Middletown Rd.	Hamilton, OH

Hamilton Scattered Houses (Schedule when needed) 31 Total

406 Liberty		3131 Madison Ave	
325 South 12 th St.		649 Rhea Ave.	
750 South 12 th St.		510 Progress Ave	1 Garage BMHA
846 Greenwood		50 Chamberlein Dr.	
203 Webster Ave.		822 Noyes	
713 Millville Ave	(1 Garage Tenant)	360 Hartford Dr.	
2115 Freeman Ave.		724 Coralie	
404 Eaton Ave.		1119 Reservoir St.	
336 South 11 th Ave.	(1 Garage BMHA)	1220 Bonacker Ave.	
513 South 4 th St.		816 Webster Ave.	

Hamilton Scattered Houses That Are to be Cut and put on Schedule

136 Washington	(Vacant Lot)
607 Ludlow	(Vacant Lot)
5-A Westbrook	
5-B Westbrook	
15-A Westbrook	
15-B Westbrook	
25-A Westbrook	
25-B Westbrook	
45-A Westbrook	
45-B Westbrook	
65-A Westbrook	
65-B Westbrook	
1126 Chestnut St.	(2 Garage BMHA and vacant lot)

Middletown Scattered Houses That Are to be Cut and put on Schedule

322 Curtis St.	318 Curtis St.
304 Curtis St.	300 Curtis St.
220 Curtis St.	216 Curtis St.
417 Curtis St.	1323 Fairmont Ave.
400 Young St.	1812 Sherman Ave.
1808 Sherman Ave.	1813 Wayne Ave.
1809 Wayne Ave.	1805 Wayne Ave.
1805 Woodlawn Ave.	1921 Woodlawn Ave.
1706 Church St.	1704 Church St.
119 Leibee St.	117 Leibee St.
115 Leibee St.	111 Leibee St.
1619 Manchester Ave.	1104 Garfield St.
1109 Baltimore St.	1203 Baltimore St.
1207 Baltimore St.	1203 Grove St.
1206 Prospect Ave.	514 18 th Ave.
611 18 th Ave.	702 18 th Ave.
707 18 th Ave.	716 18 th Ave.
826 17 th Ave.	513 Yankee Rd.
809 6 th Ave.	842 9 th Ave.
821 Lincoln St.	326 Curtis St.
1615 Manchester Ave.	2023 Roosevelt Ave.
500 Yankee Rd.	500 18 th Ave.
1817 Woodlawn Ave.	1210 Prospect Ave.
1212 Elm St.	1216 Elm St.
912 Garden Ave.	819 6 th Ave.
802 8 th Ave.	814 S. Main St.
613 W. 9 th Ave.	231 Park St.
513 18 th Ave.	511 18 th Ave.
507 18 th Ave.	1504 Vermont St.
901 9 th Ave.	

Rueben Doty Estates That Are to be Cut and put on Schedule

900 9 th Ave.	907 9 th Ave.
908 9 th Ave.	910 9 th Ave.
911 9 th Ave.	912 9 th Ave.
912 9 th Ave.	916 9 th Ave.
909 Lincoln St.	912 Lincoln St.
915 Lincoln St.	901 S. Main St.
1507 S. Fairmont Ave.	1509 S. Fairmont Ave.
535 Garfield St.	1411 Jacoby Ave.
1415 Jacoby Ave.	1105 Young St.
1107 Young St.	1109 Young St.
1115 Young St.	1119 Young St.
1106 Baltimore St.	1108 Baltimore St.
1116 Baltimore St.	1118 Baltimore St.
1120 Baltimore St.	1401 Calumet Ave.
1405 Calumet Ave.	1319 Grove St.
1325 Grove St.	1205 Askew St.
1209 Askew St.	1201 Prospect Ave.
308 Curtis St.	700 Yankee Rd.
808 Yankee Rd.	812 Yankee Rd.
816 Yankee Rd.	1107 Girard Ave.
1702 Columbia Ave.	1708 Columbia Ave.
2020 Linden Ave.	

3.0 Submission Requirements

- **Proposal Form**
 - Statement of Qualifications
 - Three (3) references of previous work similar to this project and show company name, contact person, address, phone, and email address.
 - List of 5 current clients in similar industry with contact information
 - Cost Proposal
 - MBE/WBE: BMHA strongly encourages minority owner and women owned businesses to respond to this RFP. Also, small businesses are encouraged to respond.
 - Section 3: BMHA encourages respondents to hire housing authority or low-income residents of Hamilton and Middletown, Ohio.
- **Required Forms**
 - Non-Collusive Affidavit
 - Debarment Certification for Prime and all levels of Sub-Consultants (HUD 2992)
 - Instructions to Offerors (HUD-5369-B)
 - General Conditions for Non-Construction Contracts (HUD-5370-C).
 - Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
 - Declaration regarding material assistance to terrorist organizations (HLS 0038)
 - Certificate of Corporate Good Standing for Prime and all levels of Sub-proposers

One original copy of the proposal, plus three exact copies marked “Copy” are required. The cost proposal should be attached only with “original” proposal.

4.0 Evaluation Factors

Proposals received in response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the proposals submitted. The Authority will select winning respondent based upon the following evaluation criteria and the Authority's particular needs.

Capacity **35 Points**

- Number of employees and trucks
- Have adequate amount of equipment and employees to handle Multiple properties in a short time period

Reliability and Dependability **35 Points**

- Number of years in business, and has shown signs of growth and prosperity.
- Adequate references, from a similar industry, who will vouch for a company's level of performance
- Ability to perform the services as reflected by general experience, and specific experience in providing the required services
- Qualified personnel to be assigned to the contract

MBE/FBE/Section 3 **5 Points**

- The Authority has established a goal of 30% Section 3, 20% Minority Business Enterprise (MBE) and 5% Female Business Enterprise (FBE) for contracts exceeding \$10,000.
- Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Cost **25 Points**

Total: 100 Points

Exhibit A

Proposal Form

Proposal Form
Butler Metropolitan Housing Authority
RFP 23-04 Grounds Maintenance

Submitted By:

Contractor

Statement of Qualifications

Company Name _____ Phone _____

Address _____ City _____ State _____ Zip Code _____

Website/E-Mail: _____

Number of Employees _____ Number of Trucks _____

Specialized Equipment / Qualifications _____

Number of Years in Business _____

References

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Current Clients

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

Company Name _____ Contact _____

Address _____

Phone _____ Email _____

BMHA Hamilton Sites																
		Cost	Lawn Area Acres	Mulch Area Sq. Yards	Trash Cleanup	Mowing	Weed Eating	Weekly Cleanup	Lawn Treatment	Pruning	Spring Bed Cleanup	Mulching	Bed Weed Control	Vegetation Control	Total 2024	Total 2025
# of visits/services					25	25	13	25	4	3	1	1	13	8		
Hamilton Sites			24								Total Hamilton Sites					
Riverside Homes	Per		5.50							X	X	X	X			
	Ext.									X	X	X	X			
Henry Long Towers	Per		0.90	148												
	Ext.															
Dayton Lane Gardens	Per		1.23	150						X	X	X	X			
	Ext.									X	X	X	X			
Jackson Bosch	Per		4.57							X	X	X	X			
Manner	Per									X	X	X	X			
	Ext.															
Thornhill Subdivision	Per		3.64													
	Ext.															
Glenbrook Drive	Per		0.93							X	X	X	X			
	Ext.									X	X	X	X			
Winding Creek	Per		5.50							X	X	X	X			
	Ext.									X	X	X	X			
Mark Petty Plaza	Per		0.96	248												
	Ext.															
Terry Kimmons Center	Per		1.26	851												
	Ext.															
Scattered Home Sites			QTY	20	10	10	10									
				Yearly Mowings:				15								

BMHA Middletown Sites														
		Cost	Lawn Area Acres	Mulch Area Sq. Yards	Trash Cleanup	Mowing	Weed Eating	Weekly Cleanup	Lawn Treatment	Pruning	Spring Bed Cleanup	Mulching	Bed Weed Control	Vegetation Control
# of visits/services					25	25	13	25	4	3	1	1	13	8
Total Middletown Sites														
Middletown Sites														
J Ross Hunt Towers	Per	0.62	60							X	X	X	X	
	Ext.									X	X	X	X	
The Townhouse	Per	2.70	500							X	X	X	X	
	Ext.									X	X	X	X	
Midtonia Village	Per	4.62												
	Ext.													
Townhomes West	Per	4.31								X	X	X	X	
	Ext.									X	X	X	X	
Townhomes East	Per	2.28								X	X	X	X	
	Ext.									X	X	X	X	
Concord Green	Per	0.40								X	X	X	X	
	Ext.									X	X	X	X	
Freedom Court	Per	5.80								X	X	X	X	
	Ext.									X	X	X	X	
1805 Wayne Empty Lot	Per	0.14								X	X	X	X	
	Ext.									X	X	X	X	
60 Hanover	Per									X	X	X	X	
	Ext.									X	X	X	X	
Scattered Home Sites			QTY	10	18	20	10							
				Yearly Mowings:				15						

Please indicate the MBE/FBE/Section 3 Percentage for your company:

MBE: _____ FBE: _____ Section 3: _____

Received Addendum No. _____ (If Applicable)

Signed: _____

Title: _____

Representing: _____

Address: _____

Telephone: _____

E-Mail: _____

Exhibit B

Section 3 Policy

Section 3 Plan
for
Butler Metropolitan Housing Authority

Table of Contents

General Policy Statement	3
Section 3 Purpose	4
Section 3 Contracting Policy & Procedure	5
Section 3 Action Plan	6
Section 3 Employment & Training Goals	7
Section 3 Program Participant Certification Procedure	8
Resident Hiring Requirements	9
Assisting Contractors to Achieve Section 3 Hiring & Contracting Goals	11
Preference for Contract Opportunities to Section 3 Business Concerns	12
Evidence of Section 3 Certification	13
Resident Owned Business Contracting	14
Efforts to Award Contract Opportunities to Section 3 Business Concerns	15
Section 3 Residents Recruitment, Training and Employment Goals	16
Employment of the Section 3 Participants	17
Contractor's Requirements in Employing Section 3 Participants	19
Internal Section 3 Complaint Procedure	21
Section 3 Clause	22

Exhibits/Forms

Exhibit 1:	Certification for Business Concerns Seeking Section 3 Preference
Exhibit 2:	Certification of Residents Seeking Preference in Training and Employment

General Policy Statement

It is the policy of Butler Metropolitan Housing Authority (BMHA) to require its contractors to provide equal employment opportunity and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The BMHA implements this policy through the awarding of contracts to contractors, vendors and suppliers, to create employment and business opportunities for residents of the BMHA and other qualified low- and very low-income persons residing in Hamilton and Middletown, OH.

The policy shall result in a reasonable level of success in the recruitment, employment and utilization of BMHA residents and other eligible persons and business by BMHA contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The BMHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to BMHA residents prior to acting on any proposed contract award.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)(Section 3) requires Butler Metropolitan Housing Authority (BMHA) to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low-and very-low income persons.

Section 3 Contracting Policy and Procedure

The Butler Metropolitan Housing Authority (BMHA) will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for the use with HUD funding. This policy and procedure contain goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/business seeking Section 3 preference must before submitting bids/proposals to the BMHA be required to complete certification, as appropriate, as acknowledgement of the Section 3 contracting, and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as references in the form.

The existing Procurement Policy also contains goal and requirements for awarding contracts to Small Disadvantaged Business, formerly Minority and Women Business Enterprises (M/WBE).

Section 3 Action Plan

The Butler Metropolitan Housing Authority (BMHA), will develop a Section 3 Action Plan to identify the goals, objectives and actions that will be implemented to ensure compliance with the requirements of Section 3.

The BMHA's intent to develop this plan is to include input from various city departments, as well as HUD. Input from other agencies and companies will be included, where applicable.

Section 3 Employment and Training Goals

It is the policy of BMHA to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from HUD. BMHA has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 - Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- Thirty percent (30%) of the aggregate number of new hires in any fiscal year

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the BMHA are required to certify that they comply with the requirements of Section 3.

The Section Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is in Exhibit 3.

Section 3 Program Participant Certification Procedure

The BMHA will certify Section 3 program participants who reside in the Cities of Hamilton and Middletown and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required.

- All persons living in the Cities of Hamilton and Middletown who meet Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- Once the assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of BMHA's commitment and training to residents/participants to become gainfully employed.

Resident Hiring Requirements

The BMHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in BMHA contracted labor efforts. A prime contractor may satisfy BMHA resident hiring requirements through its subcontractors.

Total Labor Dollars Use Total Contract Amount for Service Contracts	Resident as a % of Labor Dollars
\$25,000 through \$100,000	10% of the labor dollars
\$100,001 through \$200,000	9% of the labor dollars
\$200,001 through \$300,000	8% of the labor dollars
\$300,001 through \$400,000	7% of the labor dollars
\$400,001 through \$500,000	6% of the labor dollars
\$500,001 through \$1 million	5% of the labor dollars
\$1 million through \$2 million	4% of the labor dollars
\$2 million through \$4 million	3% of the labor dollars
\$4 million through \$7 million	2% of the labor dollars
\$7 million or more	1- ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of BMHA public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy BMHA resident hiring requirements set forth above.

1. Subcontractor or joint venture with a resident owned business. The business must be 51% or more owned by BMHA public residents, or subcontract/joint venture with a business that employs full-time, 30% or more of low- and very-low income individuals within the cities of Hamilton and Middletown, or.

2. Direct hiring of BMHA public housing residents and/or low- and very-low income neighborhood residents based on the Resident Hiring Scale, or.
3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale forth in the Resident Hiring Scale, or.
4. Contractors makes a contribution to BMHA Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set for in the Resident Hiring Scale.

Assisting Contractors to Achieve Section 3 Hiring and Contracting Goals

The BMHA will assist contractors with little or no experience in achieving Section 3 and contracting goals by:

Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.

BMHA Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.

BMHA Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.

BMHA Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

Preference for Contracting with Section 3 Business Concerns

The BMHA, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

Category 1: Business concerns that 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.

Category 2: Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed: or whose full-time, permanent workforce includes 30% of these persons as employees.

Category 3: HUD Youthbuild programs being carried out in the Cities of Hamilton and Middletown in which Section 3 covered assistance is expended.

Category 4: Business concerns that 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by the BMHA.

Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the BMHA shall complete the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability form, which can be obtained from the BMHA Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of the BMHA prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid or proposal.

Resident Owned Business Contracting

The BMHA will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing authority residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to BMHA that shows how each of the following requirements have been met:

- Submit certified copies of any city, state or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owner's percentage of ownership and names those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received, under this alternative contracting procedure, one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is passed.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned business. BMHA will utilize the alternative contracting procedure for resident owned business only in cases where it is considered to be in the best businesses, economic and service interest of the Authority.

Efforts to Award Contract Opportunities to Section 3 Business Concerns

The BMHA will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist:

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Contact the City of Hamilton and the City of Middle Development Department, business assistance agencies, Minority and Women's Business Enterprises (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding and insurance.

Section 3 Residents Recruitment, Training and Employment Goals

The BMHA will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised by distributing flyers via mass mailing and posting in common areas of the housing developments.
- The resident councils, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas of all of the BMHA housing developments as well as contacting resident councils and neighborhood community organizations.
- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer them into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

Employment of the Section 3 Participants

- The Section 3 Coordinator will conduct a pre-interview with all residents being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that she/he may be required to attend. After successful completion, the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be resolved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors and subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a lease, be current on rent, be at least eighteen years of age and not be involved with any legal action with the BMHA (i.e. current documented eviction, criminal and drug activity or trespassing).

- Residents not interested in construction employment opportunities will be assessed for other skills (i.e. clerical, administrative, etc.) and will be referred to resources that will help with interviewing techniques, resume preparation and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training will be referred to resources that Section 3 Coordinator maintains contain with.

Contractor's Requirements in Employing Section 3 Participants

Under the BMHA Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - Category 1 - Section 3 Resident
Residents of the housing developments for which the contract shall be expended.
 - Category 2 - Section 3 Resident
Residents of other housing developments managed by the BMHA in the City of Hamilton and City of Middletown.
 - Category 3 - Section 3 Resident
Participants in HUD Youthbuild program being carried out in the project boundary area.
 - Category 4 - Section 3 Resident
Residents of Section 8 of the BMHA as well as all other residents residing in the City of Hamilton and the City of Middletown who meet the income guidelines for Section 3 (refer to the Section 3 Income Limits).
- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - Names of the Section 3 business concerns to be utilized,
 - Estimates of the number of employees to be utilized for contract,
 - Projected number of available positions to include job description and wages rates (construction wages consistent with Davis Bacon),

- Efforts that will utilized to seek Section 3 participants. (See Exhibit 2)

- Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 Participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that individuals are not involved in any legal proceedings against/with the BMHA.

- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the contraction trades) at the time of contract award.

- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc. and provide this information to the BMHA Section 3 Coordinator.

- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.

- Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support decisions to the Section 3 Coordinator to determine if an investigation is warranted.

Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the BMHA encourages submittal of such complaints to its Section 3 Coordinator, as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complaint and brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the BMHA. The BMHA will review findings for accuracy and completeness before it is released to complainants. The finding will be made available no later than thirty (30) days after the filing of the complaint.

If complainants wish to have their concerns considered outside of the BMHA, a complaint may be filed with:

Asst. Secy. For Fair Housing & Equal Opportunity
United States Department of Housing and Urban Dev.
451 Seventh Street, SW
Washington, DC 20410

The complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative with the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in the Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part

135. The contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Exhibit 1

**Certification for Business Concerns Seeking Section 3
Preference in Contracting and Demonstration of Capability**

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

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

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

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

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

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

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

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

Attested by: _____

Am I a Section 3 Business?

1. Is 51% of your business owned by Section 3 Residents?
 - a. Percent owned by Section 3 Residents: _____
 - b. Percent owned by all others: _____

2. Does 30% of your current full-time staff meet the definition of Section 3 Resident?
 - a. Total number of full-time employees: _____
 - b. Number of full-time employees that currently meet the definition of a Section 3 Resident: _____
 - c. Number of full-time employees that may have met the definition of a Section 3 resident within the last 3 years: _____

3. Does your business have evidence of firm commitment(s) to provide 25% of the total dollar amount of subcontracts to Section 3 Businesses?
 - a. Total dollar amount of subcontracts to be awarded with HUD funds:

 - b. Total dollar amount of HUD-Funded subcontracts to be awarded to Section 3 businesses: _____

Exhibit 2

Resident Employment Opportunity Data

Butler Metropolitan Housing Authority Eligibility for Preference

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training And Employment

I, _____, am a legal resident of the

_____ and meet income eligibility guidelines for a low-
or very-

low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

☐ ☐ Copy of lease
assistance

☐ ☐ Copy of receipt of public

☐ ☐ Copy of Evidence if participation
in a public assistance program

☐ Other evidence:

Signature

Print Name _____

Date _____

Section 3 Income Limits

All residents of public housing developments of the Butler Metropolitan Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the cities of Hamilton and Middletown who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Eligibility Guideline			
Persons in Family	Extremely Low Income	Very Low Income	Low Income
1	\$15,700	\$26,150	\$41,850
2	\$17,950	\$29,900	\$47,800
3	\$20,420	\$33,650	\$53,800
4	\$24,600	\$37,350	\$59,750
5	\$28,780	\$40,350	\$64,550
6	\$32,960	\$43,350	\$69,350
7	\$37,140	\$46,350	\$74,100
8	\$41,320	\$49,350	\$78,900

Exhibit C

Required Forms

Non-Collusive Affidavit

Sate of _____

County of _____

_____, being first sworn, deposes and
says: That they are _____ (president, sole owner, partner,
etc.) of _____ (firm name) the party making the
forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham;
that no one conspired, connived or agreed, directly or indirectly, with any bidder or
person, to put in a sham bid or to refrain from bidding, and has not in any manner,
directly or indirectly sought by agreement or collusion, or communication or conference,
with any person, to fix the bid price of the affiant or of any other bidder, or to fix any
overhead, profit or cost element of said bid price, to secure any advantage against the
Owner of any person interested in the proposed contract: and that all statements in said
proposal or bid are true.

Signature of Bidder: _____ (if individual)

Signature of Bidder: _____ (if partnership)

Signature of Bidder: _____ (if corporation)

Subscribed and sworn to before me this ____ day of _____, 202__

_____ (Notary Public), My commission expires _____, 202__

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Date

Signature of Authorized Certifying Official

Title

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (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 HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

5. Assignment of Contract

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

6. Certificate and Release

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

7. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest)

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

11. Interest of Members of Congress

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

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

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

consistent with the amount normally paid for such services in the private sector.

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

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

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

(b). Prohibition.

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

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

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

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

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

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

- (ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

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

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

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

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

14. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

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

16. Contractor's Status

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

17. Other Contractors

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

18. Liens

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

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date