

---

*“Enhancing Neighborhoods, Strengthening Communities, Changing Lives”*

SOLICITATION TYPE: Request for Proposals

RFP NUMBER: RFP #19-01

DESCRIPTION: Lawn Care Services

ISSUE DATE: February 11, 2019

**PROPOSAL DUE DATE & TIME: March 13, 2019 at 11:00AM**

PROPOSAL DELIVERY LOCATION: Greater Dayton Premier Management (GDPM)  
400 Wayne Avenue  
Dayton Ohio 45410

DIRECT INQUIRIES TO: Latia Pempsell  
Procurement Department  
(937) 910-7613/Fax(937)910-7628  
Procurement@gdpm.org

Submitting a response to this RFP on or before the stated date and time will be the sole responsibility of the respondent.

Respectfully,

*Latia Pempsell*  
Latia Pempsell  
Procurement Department



DAYTON METROPOLITAN HOUSING AUTHORITY  
dba  
GREATER DAYTON PREMIER  
MANAGEMENT 400 WAYNE AVENUE  
DAYTON OH 45401-8750

*" Enhancing Neighborhoods, Strengthening Communities, Changing Lives"*

# RFP REQUEST FOR PROPOSALS

#19-01

Lawn Care Service

Prepared by: Greater Dayton Premier Management  
400 Wayne Avenue  
Dayton, Ohio 45410

## Contents

<b>1.0 REQUIREMENTS &amp; SPECIFICATIONS .....</b>	<b>4</b>
Project Overview: .....	4
Term: .....	4
Scope of Services:.....	4
List of Services - MANDATORY .....	4
Additional Requirements: .....	6
<b>2.0 GENERAL INFORMATION .....</b>	<b>6</b>
Contractor Disclosures.....	6
Conflict of Interest .....	6
Contractor Examination of the RFP .....	7
Changes to RFP .....	7
Availability of Funds.....	7
Non-Appropriation Clause.....	7
Right to Terminate.....	7
Holidays .....	7
<b>3.0 TERMS &amp; CONDITIONS .....</b>	<b>8</b>
Type of Contract.....	8
Contract Period .....	8
Confidentiality & Security .....	8
<b>4.0 SUBMITTING PROPOSALS .....</b>	<b>8</b>
Preparation of Proposal .....	8
Proposal Cost.....	9
False or Misleading Statements .....	9
Contractor Representative's Signature.....	9
Delivery of Proposals .....	9
Acceptance and Rejection of Proposals.....	9
Withdrawal of Proposal .....	9
Evaluation and Award of Contract.....	9
Preliminary Proposal Review .....	10
Initial Review.....	10
Contractor Selections.....	11
Post-bid Meeting.....	11
Proposal Selection.....	11
<b>5.0 Evaluation Criteria .....</b>	<b>12</b>
<b>6.0 EXHIBITS.....</b>	<b>14</b>

# 1.0 REQUIREMENTS & SPECIFICATIONS

## **Project Overview:**

Greater Dayton Premier Management (GDPM) is seeking proposals from qualified companies to provide lawn care, landscaping and seasonal services for all Asset Management Properties (AMP's).

## **Term:**

The proposed pricing will remain in effect from the date of contract commencement for a 12-month period or upon exhaustion of the total contract amount for the 12-month period. Contractor is to provide pricing per category item for the initial contract year and one (1) twelve (12) month renewal option. Renewal of an optional period to be at the discretion of the Authority.

## **Scope of Services:**

The contractor(s) shall be prepared to perform the following services, according to the work schedule outlined in the specifications below. The contractor(s) shall provide the management, supervision, manpower, and equipment necessary to provide the lawn care services, as detailed in this solicitation. The Contractor(s) will also supply grass seed, fertilizer, lime, pine needles, mulch, and herbicides needed.

Contractor must provide individual pricing for each service listed below. The individual pricing will be based on the specified quantity providing for an increase or reduction to quantity as needed but ensuring the average cost for the service. The contractor must provide all materials, equipment, labor and any other related items. GDPM reserves the right to inspect all materials, equipment and credentials for labor providing services at AMPs and/or Portfolios prior to and after contract award.

## **List of Services - MANDATORY**

### **#1 - Mow all grass areas on a property, cost based on 26 mows per season (list price per cut)**

**\*services to begin no earlier than March 15<sup>th</sup>, and no later than April 8<sup>th</sup> of each season**

Trash and litter pick-up and removal from parking lot(s), sidewalks, common area(s), and grass shall be completed prior to each mowing. At no time shall debris be mowed over and left on the lawn. The Contractor **MAY** use GDPM dumpster for the disposal of unwanted items found on the grounds. Grass areas should be mowed according to the specifications below, edged and weeding of borders and edges.

String trimming to be done on all grass areas not accessible with mowing equipment and/or in the event the grass exceeds 4" in height due to the rainy season.

Clippings are to be removed from the lawn and promptly blown off concrete and asphalt areas, including but not limited to, sidewalks, drives and parking lots after mowing and trimming. GDPM dumpsters **may NOT** be used to dispose of the clippings.

From contract begin date to September 15, the mower blade setting will be 2 ½". The grass height shall not exceed 3 ½" between mowing and contractor shall not allow grass to exceed 4" before mowing. If rainy conditions restrict the mowing process and the grass exceeds 4" in height, the grass shall be cut with a string trimmer to less than 4" in height before mowed.

September 16, through November 30, the mower blade settings will be 2" and the grass height shall not exceed 3" between mows. At no time shall the grass exceed 4" in heights.

**In the event of extremely dry weather, site work may be delayed for a 7-10 day cycle by the Portfolio Manager or Maintenance Supervisor, providing the Contractor with a written 24-hour advance notice of the delay.**

**#2 - Edging of all exterior, common area sidewalks, cost based on 2 times per year (list price per edge)**  
\*services to commence no sooner than April 1<sup>st</sup> , and no later than May 15<sup>th</sup> , of each year, for the first event and no sooner than July 15<sup>th</sup> and no later than August 15<sup>th</sup> of each contract period for the second event. Edging of all concrete and asphalt areas, sidewalks, curbs and drives, beginning with the first mow of the season

**#3 – Fertilization – First application to be applied no sooner than April 1<sup>st</sup> and later than April 30<sup>th</sup>, the second application no sooner than June 1<sup>st</sup> and no later than June 30<sup>th</sup> .**

The contractor will supply and apply fertilization to all common area grass 3 times per year. SPRING WEED & FEED, based on 2 applications. The application will be a formula of 47-3-3 application rate, as well as the optimum time of application, will be as per the manufacturers' recommendations printed on the bag or label.

FALL WEED AND FEED, one time per season, application no sooner than October 1<sup>st</sup> and no later than October 15<sup>th</sup>. The application will be a formula of 47-0-0 application rate, as well as the optimum time of application, will be as per the manufacturers' recommendations printed on the bag or label. Fertilization must be completed by a licensed company. USDA Applicator License. This prevents companies from using "Retail Type" weed and feed. They must provide copy of license. Reseed grassed areas where needed.

**#4 - Weed control**

The Contractor will ensure the asphalt and concrete areas, sidewalks, parking lots, beds and common areas are weed free at all times. For asphalt, concrete, walkways, sidewalks contractor may use round up or equal. However, in the beds, GDPM recommends a product like PREEN or equal and hand/equipment weeding of the beds so to ensure other plant material is not disturbed.

**#5 – Spring Clean Up – service to be performed no later than April 15<sup>th</sup>**

The Contractor is to remove all debris (i.e., leaves, trash, broken/detached branches from shrub and bed areas. All beds are to be cleanly edged and shall not exceed their current size and/or shape.

**#6 - Shrub/Tree trimming, shaping and pruning, cost based on 2 times per year (list price per edge)**

All shrub and ground cover will be shaped or sheared evenly in accordance with GDPM standards for the greatest curb appeal effect. GDPM site staff to determine acceptable height for trees and bushes. Hand pruning in combination with thinning of old growth shall be used to promote plant growth and health. All shrubs and overgrowth are to be trimmed at least 12" back off of buildings, fencing and GDPM property lines.

**List of Services - OPTIONAL**

**#7 - Leaf Removal, cost per event**

On an ongoing basis leaves will be considered a normal part of the clean-up process and the Contractor will be responsible for the period of October through November to ensure removal of fallen leaves year end leaf proper disposal. The proper disposal **may not** include use of the GDPM dumpster.

**#8 – Mulch – if selected, service to be performed no sooner than April 1<sup>st</sup> and no later than April 30<sup>th</sup>**

Install a minimum of 2" of treated mulch in all beds at the entrances and around trees at each location. Mulch must be treated and colors verified by Portfolio Manager.

Cost per:	Black Gold	\$ _____
	Brick Red	\$ _____
	Playground Mulch	\$ _____

## **#9 – Miscellaneous Services – Property Specific**

- A. Cleaning of Water Retention Area (Wolf Creek only), cost per event
- B. Flowers – perennials (day lilies, hostas, mums – based on lots of 50 plants
- C. Grasses & ornamental landscaping – based on lots of 50 plants
- D. Trees suckers removed
- E. Tree canopies lifted and maintained at a 10' height

### **Additional Requirements:**

Contractor is responsible to provide all mandatory services.

Copies of all certificates of liability and insurance requirements for all representatives of the contractor performing service required. Contractor to provide credentials of staff or applicable licenses.

Contractor to provide list of equipment inventory associated in the performance of the services listed. Contractor will be responsible to provide all services listed above. If contractor subcontracts services, it is the responsibility of contractor to ensure all services meet GDPM standards. A copy of all subcontracts must be provided to GDPM (i.e., fertilization and mulching) five business days following notice to proceed.

Seven days following contract award, the contractor shall provide on Company letterhead the following;

<b>Name of employee(s)</b>	<b>Work Classification(s)</b>	<b>Wage</b>	<b>Fringe Benefits</b>	<b>Job Description(s)</b>
----------------------------	-------------------------------	-------------	------------------------	---------------------------

## **2.0 GENERAL INFORMATION**

### **Introduction**

The mission of GDPM is “to provide low to moderate income residents of Montgomery County access to decent, safe, affordable housing and to advocate on behalf of our clients on community issues and services that affect their ability to secure and maintain housing”.

GDPM is committed to a goal of 15 percent of all professional services contract funds being awarded to Minority Business Enterprises (MBEs: MBE/DBE/SBE/WBE/VBE/EDGE). The firms submitting are encouraged to include MBE participation to the maximum extent possible.

The agency is also committed to its Section 3 participation goal for all professional service contracts, which constitutes 3 percent of the total contract amount. The successful proposer should show their effort in meeting these goals “to the greatest extent feasible.”

The Competitive Negotiation Process or Award without Discussion will be used to select the contract award, beginning with the highest ranked firm. GDPM reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to GDPM, not necessarily the lowest price.

**Contact Person:** Latia Pempsell, Contract Administrator  
Procurement@GDPM.org, (937) 910-7636 Fax: (937) 910-7628

### **Contractor Disclosures**

Contractor must provide disclosure of any pending or threatened court actions and/or claims against the Contractor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

### **Conflict of Interest**

No contractor will promise, or give to any GDPM employee anything of value that could influence that employee in their decision on awarding contracts. No contractor will try to influence an employee of GDPM to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

### **Contractor Examination of the RFP**

Contractors are expected to be familiar with the entire RFP. The contractor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP. If a contractor discovers any mistakes or omissions in the RFP they must notify GDPM's Contact Person in writing. Clarifications and corrections will be sent to all contractors who have registered with the agency for the RFP.

### **Changes to RFP**

GDPM may make changes to this RFP. These changes will be posted <http://www.gdpm.org/doing-business-with-gdpm/requests-for-proposals.html>.

### **Availability of Funds**

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The contractor will be notified at the earliest possible time. GDPM is not required to compensate the contractor for any expenses incurred as a result of the RFP process.

### **Non-Appropriation Clause**

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

### **Right to Terminate**

Both parties reserve the right to terminate the depository contract entered into as a result of this RFP for any reason or for no reason upon giving 180 days written notice. GDPM further reserves the right to terminate the depository contract without notice for non-performance by Depository of any of the contract requirements, thirty (30) days after providing specific written notification of the deficiency. State and local law govern this RFP and any depository contract resulting from it. In the event there is a conflict between the terms of this RFP or any contractual term or condition, state and local law shall control and shall have the effect of making void the conflicting term or condition

### **Holidays**

GDPM recognizes the following holidays as vacation days for its employees (if holiday below falls on a Saturday GDPM is off Friday and if holiday is on Sunday GDPM is off on Monday):

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Monday, February 11, 2019	N/A	Date RFP Issued
Thursday, February 21, 2019	3:00 PM	Deadline for written questions from responders
Friday, February 22, 2019	N/A	Provide written responses to responders, addendums and/or clarifications to responders
Wednesday, March 13, 2019	11:00 AM	RFP Due @ 400 Wayne Ave

### 3.0 TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

#### **Type of Contract**

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the contractor's proposal, and all other agreements that may be reached. For services outlined in this RFP, GDPM intends to award a contract. The contract will contain maximum dollar limits of services that may be performed under this contract. At no time, during the length of the contract the contractor may change the pricing submitted in response to this RFP. Failure to do so will signify breach of contract.

The contractor is normally responsible for the execution of the project/program and contract requirements.

If the contractor proposes a different type of approach, describe the contractual protection offered to ensure successful implementation of the project. If contractor proposes a multi-contractor or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful contractor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

#### **Contract Period**

The proposed pricing will remain in effect from the date of contract commencement for a 12-month period or upon exhaustion of the total contract amount for the 12-month period. Contractor is to provide pricing per category item for the initial contract year and one (1) twelve (12) month renewal option. Renewal of an optional period to be at the discretion of the Authority.

A contract will be in effect for a period the periods stated above unless otherwise terminated or funds are exhausted. The contractor can claim payment only for services already provided, in amount determined by the negotiated rate. Reimbursement by GDPM is made within 30 days of receipt of invoices and any required documentation.

#### **Billing and Payment:**

Unless otherwise agreed to by the parties, the charges assessed shall be billed by Contractor and paid by the GDPM on an annualized basis. **Reimbursement by GDPM is made within 30 days of receipt of invoices and any required documentation.** Invoices must be issued on the last calendar day of each service month and mailed with attention to Accounts Payable (GDPM Central Office location).

At no time will the payments be allowed to exceed work performed or the dollar amount of the contract.

#### **Confidentiality & Security**

Any contractor that has access to confidential information will be required to keep that information confidential.

### 4.0 SUBMITTING PROPOSALS

#### **Preparation of Proposal**

Proposals must portray a clear picture of the contractor's qualifications to provide the services required in the RFP. The contractor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of GDPM to use. All proposals will be considered public information and will be open for inspection.

### **Proposal Cost**

The cost of creating proposals is the responsibility of the contractor and shall not be chargeable to GDPM. The contractor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 180 days after the proposal submission date.

### **False or Misleading Statements**

Proposals containing false or misleading statements may be rejected.

### **Contractor Representative's Signature**

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the contractor's organization. Any and all unsigned proposals will be rejected.

### **Delivery of Proposals**

Contractors must submit one (1) electronic copy on USB a flash drive and one (1) bound and tabbed original with table of contents and four (4) completed bound and tabbed copies with table of contents to GDPM's Contact Person at the address listed in the RFP (**Total of one original and three copies for each AMP you are submitting a proposal**). **All proposals must be double sided.** The completed submission package must be received by **11:00 a.m. Eastern Standard Time, on Wednesday, March 13, 2019**. The original and all copies of the submission package must be labeled with the Respondents name, address, telephone number, e-mail, due date and RFP title: **"RFP 19-01: Lawn Care Services"** Proposals received after the deadline **will not** be considered. If mailed, the contractor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes or electronically mailed proposals **will not** be accepted. All contractors must carefully review their final proposals. Once opened, proposals cannot be changed; however GDPM may request information or respond to inquiries for clarification purpose only.

All contractors submitting a proposal must agree to honor the terms and conditions contained herein for a period of one-hundred and eighty (180) days.

### **Acceptance and Rejection of Proposals**

GDPM reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of GDPM staff, GDPM Chief Executive Officer and GDPM's Board of Housing Commissioners shall be final

### **No Proposal**

If a respondent wishes to remain on the contractor's mailing list, but is not submitting a proposal, the "No Proposal/Offer" form (contained in this Solicitation) must be returned by the stated proposal closing date. Mark the form "No Proposal" and explain the reason for not submitting. Failure to respond three times in succession, without justification, shall be cause for removal of the contractor's name from our mailing list.

### **Withdrawal of Proposal**

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

### **Evaluation and Award of Contract**

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. GDPM reserves the right to negotiate an agreement with individual (s), firm(s), or organization (s)

that provides the greatest benefit to GDPM, not necessarily the lowest price. Firms in the competitive range **will** be required to be interviewed by GDPM Senior Management.

GDPM will select the respondent that is the most advantageous to GDPM based upon the evaluation criteria stated herein. GDPM reserves the right to negotiate price and other factors with any acceptable respondent.

GDPM reserves the right to waive any minor irregularity or technicalities in the proposals received. GDPM reserves the right to award without discussion (s) and may make an award to multiple contractors. The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee. Once the proposals have been evaluated, GDPM will negotiate with the Respondent (s) who falls within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee. Once negotiations are completed, GDPM shall establish a common date and time for the submission of the Best and Final Offer (BAFO).

If a Respondent does not submit a notice of withdrawal or best and final offer, the Respondent's previous offer shall be construed as its best and final offer.

### **Preliminary Proposal Review**

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

### **Initial Review**

Proposals in response to the RFP must meet the following requirements:

- The proposal must be received at the address indicated in the RFP no later than **2:00 p.m. Eastern Standard Time, on Friday, March 3, 2017**. Proposals that are not received at the designated address by the specified date will be rejected.
- Required number of copies submitted.
- Proposal signed by authorized contractor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not pass such review will be filed as rejected.

### **Final Review**

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of GDPM staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the contractor. Such information requests and contractor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.
- Selected responders will be expected to discuss their proposals with GDPM Senior Management prior to final selection. The discussion will be used to clarify responses made to this proposal and to answer any questions that either party may have concerning the proposal

The Review Committee members may request information from sources other than the written proposal to evaluate contractor's programs. Other sources of information may include oral presentations by contractors, written responses to clarifying questions posed by the Review Committee, and contractor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized contractor's rankings will be maintained on file by GDPM. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all contractors who submitted a proposal. In awarding the contract, GDPM's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;
- Strength and stability of the contractor to provide the requested services;
- Ability to meet the project/program time lines;
- Overall responsiveness and completeness of the bid proposal as well as the likelihood that, in GDPM's opinion and at GDPM's discretion, the bid proposal best meets or exceeds GDPM's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by GDPM and demonstrated by the bid proposal or investigation by GDPM; and
- Experience with a similar project/program of comparable size and scope

Contractor finalists will be notified of their non-selection immediately after the preferred contractor is notified. If the successful contractor fails to execute the contract, GDPM may award the contract to another contractor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between GDPM and the contractor.

### **Contractor Selections**

GDPM reserves the right to make an award based solely on the Respondent or to negotiate further with one or more contractors. The contractor(s) selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

### **Post-bid Meeting**

If a contractor wishes to discuss the selection process, the request for a meeting and the explanation for it must be in writing within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent the contractor and addressed to the GDPM Contact Person.

### **Proposal Selection**

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- All proposals will be evaluated based on the criteria in the RFP.
- Based upon the results of the evaluation, GDPM will select a proposer for the service(s) who it determines to be the top rated, responsive and responsible proposer.
- GDPM works with the proposer who was selected to finalize the details of the contract document.
- If GDPM determines that GDPM and the contractor are unable to successfully come to terms regarding the contract, GDPM reserves the right to terminate contract discussions with the proposer. If this happens, GDPM reserves the right to select another candidate from the proposal process, cancel the RFP or reissue the RFP if this is deemed necessary.

### 5.0 Evaluation Criteria

The professional services selective process will involve the ranking of Contractor by the appointed GDPM evaluation committee. In no circumstance a proposer shall contact any members of the evaluation committee or any GDPM employee besides the Contact Person specified in this proposal; failure to do so will more than likely result in removal of the proposer from the evaluation process.

The evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

### EVALUATION CRITERIA

NO.	FACTOR	MAXIMUM POINTS
1	The <b>PROPOSED COSTS</b> will be evaluated through a careful analysis of respondents approach and ability to perform the work at minimum cost to GDPM.	20
2	<b>PROVIDE</b> a brief statement for services listed under items 1 – 9 of scope of service, statement is not to exceed 75 words for <u>each item</u> , indicating the plan to complete the scope of services.	10
3	<b>Organizational Capacity: PROVIDE</b> a brief statement on organizational capacity of staff, specialists' and consultants' experience and qualifications, and their ability to perform the work in a timely and professional manner.	25
4	<b>Relevant Experience and Past Performance: PROVIDE</b> a brief statement describing documented experience and performance successfully completing projects of the similar type.	25
5	<b>Approach and Response to Scope of Service:</b> Respondent's response and approach to each element of work identified in the Scope of Service will be evaluated and assessed for a clear and prudent plan for performing the work.	10
6	<b>PROVIDE</b> a brief statement not to exceed 100 words indicating the Contractor's plan to complete the services listed under additional requirements and will performed and provided to GDPM.	10
	<b>TOTAL POINTS</b>	<b>100</b>

<b><u>Section 3 Participation Points</u></b>			
<b>Category 1 Business</b>	15 pt.	51% or more of the business is owned by public housing residents of a specific public housing community for which the Section 3 covered assistance is expended	<b>15</b>
<b>Category 2 Business</b>	12 pt.	51% or more of the business is owned by residents of a public housing community or communities within GDPM for which the Section 3 covered assistance is not being expended.	
<b>Category 3 Business</b>	9 pt.	<ul style="list-style-type: none"> <li>• 51% or more of the business is owned by Section 3 eligible residents and/or</li> <li>• Will subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 Section 3 businesses</li> </ul>	
<b>Category 4 and 5 Business</b>	6 pt.	<p>Full time, permanent workforce includes 30% or more of Section 3 eligible residents.</p> <p>An entity selected to carry out HUD Youth Build program in Montgomery County in which Section 3 covered funding is expected.</p>	
<b>Category 6 Business</b>	3 pt.	Joint venture with inclusion of Section 3 business is a form of organization where: Section 3 business is responsible for a clearly defined portion of the work to be performed, holds management responsibilities in the joint venture, performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.	
<b>Total Maximum Points</b>			<b>115 Points</b>

## **PROPOSAL FORMAT**

Please refer to the “Delivery of Proposals” section for specific instructions on the number and type of proposal copies to submit. To simplify the process for evaluation, and to assure each proposal receives the same review, all responses must be submitted in the following format. Proposals must contain all the items listed. Responses should provide adequate information for reviewers to appropriately score each factor, however be concise in nature so that reviewers can easily find relevant information.

### **Proposal sections must be numbered corresponding to the following format and lettering:**

**TABLE OF CONTENTS** The items listed follow the factors listed in the Evaluation Criteria with additional details as follows:

#### **1. EXECUTIVE SUMMARY & EXPERIENCE/QUALIFICATIONS**

The submission shall include a statement of the Service Provider’s understanding of the project, including reflections on the scope of work and the firm’s ability to meet the anticipated project milestones. Proposals shall describe the proposed project team, including a brief description of team members’ expertise, qualifications and role on the team/project. A resume should be provided for each key member. The submission should also include identification of potential subcontractors who will work on the project, if applicable.

The submission should include information pertaining to the Service Provider's experience working on similar projects (no more than 3). For each project, the summary should include the project client and contact information, a description of the Service Provider's role in the project, project budget and timeframe.

**2. PLANNING & PROJECT MANAGEMENT**

State specifically your intended practices for addressing the items listed in the "Scope of Services." Please cite your organization's commitment to meeting or exceeding the expectations and duties set forth.

**3. SOUNDNESS OF APPROACH:** See the evaluation criteria for details.

**4. TRACKING AND REPORTING/ACHIEVE PERFORMANCE OUTCOMES:** See the evaluation criteria for details.

**5. FEE PROPOSAL** See the evaluation criteria for details.

**6. INSURANCE**

A statement of liability insurance from an accredited insurance company/agent is required. A minimum of \$500,000.00 liability insurance coverage is required should your firm be chosen.

**7. EXHIBITS**

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Exhibits left out are not required.**

**6.0 EXHIBITS**

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Exhibits left out are not required.**

Exhibit A..... HUD Form 5369-C Certifications and Representations of Offerors (*Be sure to fill in completely.*)  
*This form must be completed by any/all subcontractors.*

Exhibit B..... Minority Business Enterprise (MBE/WBE/ (DBE/SBE)/EDGE/VBE) Utilization (*You must read this form prior to proposal submittal; however it is to be filled out as applicable, only if using subcontractors*)

Exhibit C.....Section 3 Compliance and Goals, Certification, Clause and Sample Plan (*You must read and fill out this form prior to proposal submittal*)

Exhibit D ..... Non-Collusive Affidavit and Disclosure Statement

Exhibit E..... Equal Employment Opportunity Affirmative Action Statement (*Be sure to fill in completely.*)

Exhibit F..... Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit G ..... Certification for a Drug-Free Workplace

Exhibit H .....Statement of Bidder's Qualifications (You may use your own paper and format, so long as you follow the numbering as given...the form must be notarized)

Exhibit I ..... Reference Release Forms (5) (Do not list any person with GDPM as a reference.)

Exhibit J..... Cost Price Forms

Exhibit K..... Equipment Inventory List

**END of RFP 19-01**

## **GREATER DAYTON PREMIER MANAGEMENT**

### **PROFESSIONAL SERVICES AGREEMENT**

#### ***General Terms and Conditions***

##### **Contract No.**

This Professional Services Agreement (the "Agreement") is entered into between the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("GDPM") a body corporate and politic, organized and existing under that laws of the State of Ohio and Contractor for the purposes of Contractor providing provide environmental consulting and testing services. Hereinafter, GDPM and Contractor are collectively referred to as the "Parties".

#### ***RECITALS***

WHEREAS, GDPM published Solicitation No. RFP 19-01 in order to competitively procure the services of a qualified Contractor to provide Lawn Care Services ;

WHEREAS, GDPM will award the Contract to Contractor based on Contractor's proposal and pursuant to GDPM's Procurement Policy;

WHEREAS, Parties agree that GDPM and Contractor's contractual relationship is subject to all applicable state, local and federal requirements including, but not necessarily limited to, mandatory contract terms mandated by the United States Department of Housing and Urban Development; and

WHEREAS, Contractor represents that it is qualified and authorized to perform all services as set forth in Solicitation No. RFP 19-01 and as set forth in the Contractor's Proposal and the Contractor's Fee Submission Form or Best and Final Offer, if applicable; and

WHEREAS, Parties agree that the following Agreement contains GDPM's General terms and Conditions for Professional Services and said terms and conditions shall not be subject to further negotiation, modification or amendment and by signing and submitting Contractor's proposal, Contractor agrees to all terms and conditions as set forth herein. Unless specifically set forth within the solicitation documents, no other contract documents will be necessary.

**NOW THEREFORE**, in exchange for mutual consideration the Parties agree to the following general terms and conditions:

#### ***GENERAL TERMS AND CONDITIONS***

1. **Services:** Contractor agrees to perform and carry out in a prompt, satisfactory, and professional manner all necessary services required to fulfill the obligations as set forth in the Scope of Work in Solicitation No. RFP 19-01. Additionally, the services, materials, and products provided for by Contractor are limited to the services, materials, and products as set forth in the Scope of Work. Any attempt to modify, alter, increase, or decrease the services provided for in GDPM's solicitation documents after execution of this Agreement shall constitute a breach of this Agreement, may be

grounds for termination of this Agreement and may be subject to the liquidated damages provision provided for herein. The contents of the Solicitation and this Agreement will become contractual obligations if Contractor is awarded the Contract. Failure of Contractor to accept the terms and conditions contained herein may result in termination of this Agreement, may subject Contractor to the liquidated damages provision contained herein and Contractor may be removed from future bid opportunities.

2. **Contract Term:**

2.1. This Agreement shall become effective upon GDPM issuing a notice of contract commencement/award to Contractor and shall remain in effect for the term specified in the notification. If the notification and/or solicitation documents include an option to renew the contract, GDPM may, in its sole discretion, exercise said option(s) upon the expiration of this Agreement. However, at no time, may the term of this Agreement exceed five years. The notice of contract commencement/award may be delivered in the form of a letter, copy of signed contract or contract acknowledgement.

2.2. All Work will commence upon authorization of GDPM's Contracting Officer. All Work shall proceed in a timely manner without delays. The Contractor shall commence the Work upon receipt of a Notice to Proceed and/or Purchase Order Presented and shall perform said Work in accordance to the terms and conditions provided for and agreed upon herein.

3. **Mandatory HUD Terms:** Parties acknowledge and agree that *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* contains the mandatory terms prescribed by the United States Department of Housing and Urban Development and that said terms are incorporated into this Agreement, attached hereto, and may not be modified or amended. Any term hereinafter, including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, even if signed by GDPM, that conflict with the terms set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* is void and unenforceable.

4. **Mandatory Housing Authority Terms:** Parties acknowledge and agree that this Agreement contains *GDPM's Professional Services Agreement General Terms and Conditions* and contains mandatory terms as set-forth by GDPM and said terms shall not be modified or amended without the express written approval of GDPM's Contracting Officer and without such approval the terms as forth in this Agreement are in full force and effect. Any term(s) hereinafter including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, that conflict with the terms as set forth in this Agreement is void and unenforceable. Any Provision(s) contained within the *GDPM Professional Services Agreement General Terms and Conditions* that is similar to any provision(s) or has the same or similar heading of any provision(s) of *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* shall be considered supplemental

provisions and are binding. Any Conflict in the language is unintentional and the HUD Provision(s) shall be applicable.

5. **Subject to Appropriation of Funds:** GDPM's funds are contingent upon the availability of lawful appropriations by the United States Congress and the United States Department of Housing and Urban Development. If the United States Congress and/or the United States Department of Housing and Urban Development fail at any time to continue funding for the payments or obligation due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and GDPM will have no further obligation to make payments and will be released from its obligations on the date funding expires.
6. **Compensation and Payment:**
  - 6.1. GDPM will pay Contractor directly at the rate specified in the Contractor's Fee Submission and/or Best and Final Offer in approximately thirty (30) days of receipt of a properly completed and accepted invoice. If Contractor fails to satisfactorily comply with any term or condition of this Agreement, GDPM may, in its sole discretion, withhold payments claimed by Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective work. GDPM shall not pay any fees or payments that are putative in nature and/or are not contemplated in this Agreement, the Solicitation or the Contractor's Proposed Fee Submission including, without limitation, one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees and/or additional miscellaneous fees.
  - 6.2. Unless expressly specified in the Contract Documents, the unit prices reflected in the Fee Submission and/or Best and Final Offer shall remain firm with no provision for price increases during the term of the Contract.
  - 6.3. Unless otherwise specified within the Solicitation documents, any unit prices reflected in the Contract Documents shall remain firm with no provision for price increases during the term of the Agreement.
  - 6.4. Contractor must submit an original invoice to the office designated to Contractor by GDPM. To be a proper invoice, the invoice must include a description of services, an invoice number, a purchase order number and the date(s) services were provided.
  - 6.5. GDPM shall not be obligated or be liable for any costs incurred prior to award of contract. All costs to submit and prepare a response to the solicitation documents shall be borne by the Proposer/Bidder.
7. **Warranties and Representations:** Contractor represents and warrants that its services and materials provided for under the terms of this Agreement will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service

and such services and materials shall be provided in accordance with generally accepted industry standards. Additionally, Contractor represents and warrants the following:

- 7.1. Contractor has the right to enter into this Agreement.
- 7.2. All services, materials and products provided for under this Agreement are provided in accordance with the sound professional standards and the requirements of this Agreement and without any material defect.
- 7.3. No services or materials provided for by Contractor under this Agreement will infringe upon the intellectual property rights of any third party.
- 7.4. All services, materials and products provided for hereunder are merchantable and fit for the particular purpose described in this Agreement.
- 7.5. Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.
- 7.6. Contractor will observe and abide by all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any license(s), permit(s) or the like required to provide the services and materials under this Agreement.
- 7.7. Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Agreement.
- 7.8. Contractor warrants that all equipment, mechanical devices, hardware and software or other type of physical machinery ("equipment") fully complies with all governmental and environmental safety standards applicable to such equipment. The Contractor also warrants that the equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such equipment, and that such equipment will achieve any function described in such writings.

If any services of Contractor or any materials or products provided for by Contractor fail to comply with these representations and/or warranties, and Contractor is so notified in writing, Contractor shall either 1) correct such failure with all due speed, or 2) shall refund the amount of compensation paid for the services, materials or products. Contractor shall also indemnify GDPM for any direct damages and claims by third parties based upon a breach of these warranties.

**Non-Exclusivity:** This Agreement is a non-exclusive agreement. GDPM specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be GDPM's best interest.

8.

9. **Indemnity:** Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless GDPM and its officers, employees and agents for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including all costs and expenses and fees of litigation that arise directly or indirectly from any acts or omissions related to this Contract performed or omitted by Contractor or its agents, and/or employees and includes, but it not limited to, privacy related claims.

Contractor will also indemnify GDPM and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any copyright, patent, trade secret, or similar intellectual property right based upon GDPM's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where GDPM has modified or misused the products or supplies and the claim of infringement is based upon the modification or misuse. GDPM agrees to give Contractor notice of any such claim as soon as reasonably practicable and to give Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by GDPM's General Counsel. If a successful claim of infringement is made, or if Contractor reasonably believes that an infringement claim that is pending may succeed, Contractor shall take one of the following four actions:

- 9.1. Modify the service(s), material(s) and/or product(s) so that the service(s), materials(s), and/or product(s) are no longer infringing.
- 9.2. Replace material(s) and/or product(s) with an equivalent or better item.
- 9.3. Acquire the right for GDPM to use the infringing service(s), material(s) and/or product(s) as intended; or
- 9.4. Cease the related service(s) and/or remove the material(s) and/or product(s) and refund any amount GDPM paid for the service(s), material(s) and/or products(s) that required the availability of the infringing material(s) and/or product(s) for it to be useful to GDPM.

Nothing contained in this provision shall be construed to limit any indemnity obligations of Contractor as set forth within the provisions of the Contract Documents.

It is agreed and understood that in no event shall any GDPM official, officer, employee, or agent be held personally liable or responsible for any covenant or agreement whether expressed or implied.

It is acknowledged and agreed that GDPM has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving assets of any Public Housing Project as defined in the HUD Annual Contributions Contract between GDPM and HUD ("Annual Contributions Contract"), or other asset of GDPM, including any assets related to the federal programs administered by GDPM. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against (1) any

GDPM Public Housing Project; (2) any operating receipts, as the term operating receipts is defined in the Annual Contributions Contract, HCV receipts or GDPM Capital Funds; (3) any GDPM public housing operating reserve as reflected in GDPM's annual operating budget and required under the Annual Contributions Contract; or (4) any other asset of GDPM related to the U.S. Housing Act of 1937, as amended. Should any assets of GDPM be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, rights of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

**10. Insurance:**

10.1. Contractor shall obtain and maintain during the performance of any services under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

10.1.1. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$50,000 damage to premises and fire damage; and \$5,000 medical expenses for any one person.

10.1.2. Professional liability and/or "errors and omissions" coverage with a limit not less than \$1,000,000.

10.1.3. Automobile Liability Insurance with GDPM named as an additional insured with minimum limits as follows: \$1,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract when not owned by the Contractor; \$5,000 medical pay .

10.1.4. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

10.1.5. Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability or automobile insurance coverage limits.

10.2. The coverages provided to GDPM shall be primary and not contributing to or in excess of any existing GDPM insurance coverages.

10.3. The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to GDPM and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against GDPM, its office, agents, employees or Board of Commissioners.

- 10.4. Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement and annually, thereafter, evidencing renewals thereof. At any time during the term of this Agreement, GDPM may request, in writing, and the Contractor shall thereupon, within 10 days, supply to GDPM evidence satisfactory of its compliance.
11. **Limitation of Liability:** Notwithstanding any limitation provisions contained in the Contract Documents and materials incorporated by reference, the Parties Agree as follows, unless specified otherwise in this Agreement:
- 11.1. In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including but not necessarily limited to loss of profits or anticipated profits and loss of data, arising from, or in connection with, its use, performance or nonperformance, even if GDPM had been advised, knew or should have known of the possibility of such damages.
12. **Amendments:** No oral representations will be made as to the meaning of the Contract Documents. No amendment or modification of this Agreement will be effective unless it is in writing, on GDPM letterhead and signed by both Parties. At no time shall an amendment or modification be effective that conflicts with any mandatory provision set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I*.
13. **Confidentiality:** Contractor will be privy to sensitive information, documents, data, records, or other material that is confidential under this Agreement. Contractor may not disclose any information obtained by it as a result of this Agreement without the express written permission of GDPM. Contractor shall assume that all information, documents, data, records, or other material provided for under this Agreement is confidential.
- 13.1. The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information obtained under this Agreement may cause GDPM and/or its officers and/or employees irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of such breach, GDPM shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to assert claims and/or to recover damages.
- 13.2. When applicable, Contractor agrees to complete with the Privacy Act of 1974 and all rules and regulations issued under the Privacy Act of 1974.
14. **Ohio Public Records Law:** Correspondence, materials and documents received or produced pursuant to the work related to this Agreement/Solicitation may become public records subject to the provisions of Ohio Public Records access law.

15. **Publicity:** Contractor agrees to submit to GDPM all advertising and publicity related matter relating to this Agreement wherein GDPM's name is mentioned or language used from which the connection of GDPM's name may, in GDPM's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of GDPM.
16. **Non-Waiver of Rights:** If either party does not seek compensation for breach or insist upon strict performance of any provision of this Agreement, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of GDPM to take any action or to assert any right hereunder shall not be deemed a waiver of such right.
17. **Taxes:** GDPM is exempt from state and local sales tax and does not agree to pay any taxes.
18. **Remedies:** GDPM may pursue any remedy available under law, including, but not necessarily limited to the following:
- 18.1. **Actual Damages:** Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. In the event Contractor fails to provide services or material as provided for in the Contract Documents, GDPM may substitute the services and/or material from a third party. GDPM may recover the costs associated with acquiring substitute services and/or materials, less any expense or costs saved by Contractor's default, from Contractor.
- 18.2. **Liquidated Damages:** If actual or direct damages are uncertain or difficult to determine, GDPM may recover liquidated damages in the amount of 1% of the total value of this Agreement as contemplated within the Contract Documents for every day that the default is not cured by the Contractor. Additionally, if the default is the result of a breach contemplated for in Provision 1 of this Agreement and such default leads to the necessity for GDPM, as determined by GDPM, to re-solicit for the services, materials, and/or products contemplated for under this Agreement, Contractor shall pay to GDPM the sum of \$2,200 for such costs related to the re-solicitation and procurement of another provider. Parties agree that this sum reasonably reflects the cost associated with the re-solicitation contemplated for under this Provision.
- 18.3. **Deduction of Damages from Contract Price:** Upon prior written notice being issued to the Contractor, GDPM may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on this Agreement.
19. **Contractor Suspension and Debarment:** If Contractor fails to perform any one of its obligations under the Contract Documents it will be in default and GDPM, at its sole discretion, may suspend rather than terminate this Agreement when GDPM believes that doing so would better serve its interest. In case of a suspension, the amount of compensation due to Contractor will be determined in the same manner as provided for in the Termination provision(s) set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* less any damage to GDPM resulting from Contractor's breach or other default.

Further, a contract award shall not be made available to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

20. **Contractor Performance Evaluation and Monitoring:** GDPM, with the cooperation of the Contractor, may complete periodic monitoring and evaluation activities. GDPM may evaluate the Contractor's Performance at any time including without limitation during the term of the contract, prior to exercising an option, and/or after completion of the Contract Work or Contract Term. GDPM will retain the evaluation. The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to GDPM within 30 days of Contract Completion and/or Termination.

GDPM may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts. Poor evaluations may lead to a determination that Contractor is not responsible, and therefore ineligible for award of future contracts for a period of not less than one year.

GDPM may request information from the Contractor for use in evaluating a subcontractor's. If information is requested, the Contractor shall comply in a timely and responsive manner.

If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and/or Subcontractor (where applicable) for future contracts or subcontracts for a period of 5 years after the date of the breach unless said breach results in Contractor being placed on debarment list, then for the period provided therein.

21. **Additional Services/Purchases by Other Public Agencies ("Piggy-Back"):** Contractor acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of Agreement. The services and/or purchases being offered in the Contract Documents, Fee Submission and/or Best and Final Offer and for the same prices and/or terms proposed therein. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before GDPM permits another Public Agency to Piggy-Back any contract, GDPM shall first obtain the awarded Contractor's approval. Without the Contractor's approval, GDPM cannot permit the requesting Public Agency the right to Piggy-Back. In the event the awarded Contractor allows another Public Agency to join the GDPM Contract, it is expressly understood that GDPM shall in no way be liable for the joining Public Agency obligations to the awarded Contractor in any manner whatsoever.

22. **Survivorship:** All provisions hereunder relating to payment, confidentiality, warranties, limitations on damages, publicity, choice of law, and indemnity shall survive the termination of this Agreement.
23. **Governing Law:** This Agreement shall be governed and construed exclusively by its terms and by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the court of appropriate jurisdiction in Montgomery County, Ohio.
24. **Federal Requirements:** The Work to be performed under this Agreement will be paid for in part by federal funds and therefore is subject to federal statutes, rules, regulations, laws, orders and directives applicable to work paid for by federal funds. In the event an applicable federal requirement conflicts with any provision of the Contract Documents, the federal requirement shall prevail and take precedence over and against such conflicting provisions. Federal requirements may include, but is not limited to:
- 24.1. Any applicable federal Drug-Free Workplace requirements,
  - 24.2. Executive Order 11061, as amended which directs the Secretary of HUD to take all action necessary and appropriate to prevent discrimination by agencies that utilize federal funds;
  - 24.3. The Civil Rights Act of 1964; as amended
  - 24.4.
  - 24.5. The Age Discrimination Act of 1975, as amended;
  - 24.6. Anti-Drug Abuse Act of 1988, as amended;
  - 24.7. HUD Bulletin 909-23.
  - 24.8. The American with Disabilities Act, as amended;
  - 24.9. The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
  - 24.10. Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
  - 24.11. For prime construction contracts in excess of \$2,000, the Davis Bacon Act (40 U.S.C. 3141-3148), as amended and 29 CFR Part 5; and
  - 24.12. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution control Act (33 U.S.C. 1251-1387), as amended.
25. **State Requirements:** GDPM is an Ohio Political Subdivision and is subject to certain state requirements. Therefore, the work to be performed under this Agreement may subject to state statutes, rules, regulations, laws, orders and directives applicable to public subdivisions. In the event an applicable state requirement conflicts with any provision of the Contract Documents, unless federal preemption applies, the state requirement shall prevail and take precedence over and against such conflicting provisions. State requirements may include, but are not limited to, any drug-free workplace requirements.
26. **Force Majeure:** Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and delays in delivery of materials. In

the event a Force Majeure occurs, the party injured by the other's inability to perform may suspend the Agreement, in whole or in part, for the duration of the Force Majeure events. The party experiencing the Force Majeure event shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the Force Majeure on the injured party, which may include locating and arranging substitute services if necessary. .

27. **Severability:** If any provision of this Agreement is determined by a court having appropriate jurisdiction to be unenforceable to any extent, the rest of the provisions of this Agreement and the Contract Documents will remain enforceable to the fullest extent permitted by law.

28. **Ownership and Use of Documents:** All documents, materials, data, and records generated as a result of this Agreement shall remain the property of GDPM. If this Agreement results in any material to be copyrighted, the author may copyright the work. However, GDPM and the United States Department of Housing and Urban Development will have the right to a royalty free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

29. **Entire Agreement & Order of Precedence:** This Agreement and the Contract Documents specified below and incorporated by reference constitute the entire agreement between the parties and supersede any prior understanding among them. The term "Contract Documents" shall include the documents listed in this Provision 27. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

- 29.1. Applicable Federal and State of Ohio statutes and regulations
- 29.2. Form HUD-5370-C General Conditions for Non-Construction Contracts
- 29.3. This Agreement
- 29.4. Related GDPM purchase orders, GDPM notice of contract commencement/award and accompanying contract supplemental terms
- 29.5. The Solicitation No. RFP 19-01, including all addenda and attachments
- 29.6. The Contractor's Fee Submission and/or Best and Final Offer
- 29.7. Contractor's Proposal subject to any limitations set forth in this Agreement
- 29.8. Contractor form of Agreement, if applicable
- 29.9. Other Documents incorporated by reference (if applicable)

30. **Additional Terms and Conditions:** No additional terms and conditions included with Contractor's Proposal that modify the order of precedence as listed above, and/or that impose additional liability(ies), obligation(s), or indemnity(ies) upon GDPM, and/or that limit the liability(ies), obligations, or indemnity(ies) of Contractor shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Agreement. If any additional term conflicts with the terms or intent of this Agreement, such term(s) is void and unenforceable. If additional terms and conditions are submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, boilerplate

agreements, literature, price lists or warranties, it is understood and agreed the general and special conditions in this Agreement and Solicitation RFP 19-01 are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

If Contractor, in the ordinary course of its business, requires any type of or form of agreement that provides for Contractor's general terms and conditions and such term(s) and condition(s) are contrary to or conflict with any term(s) or conditions(s) provided for herein, Parties unequivocally acknowledge and agree that the term(s) and condition(s) provided for herein shall take precedence and prevail including, but not limited to, instances when 1) the Contractor's form of agreement is signed subsequent to Contractor's Proposal submission and/or 2) the Contractor's form of agreement expressly states that its terms and provisions take precedence and/or supersedes all other Contract Documents. Such terms and conditions will effectively be void and unenforceable. Although, such terms and conditions may remain in Contractor's form of agreement, Parties acknowledge and agree that said terms and conditions have no effect, are void and are hereby expressly rejected.

31. **Contract Award/Commencement:** Upon submittal of its response to GDPM's Solicitation, Contractor is accepting the terms of this Agreement. Upon issuance of award to Contractor, GDPM is accepting Contractor's offer contained in the Fee Submission and/or Best and Final Offer. No **other contractual documents will be necessary or accepted** unless specifically expressed in the notification of contract commencement. The Contract commences upon GDPM's issuance of a notice of contract commencement, which may or may not be in the form of a copy of the Contract Documents, unless said noticed expressly states otherwise, in those instances, Contract Commencement occurs in accordance with the notification.

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



- 03291 -

# Instructions to Offerors Non-Construction

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

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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 (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

---

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor 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 subcontractor 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.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

---

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**MINORITY BUSINESS ENTERPRISE**  
**(MBE/WBE/DBE/SBE/Edge Cert./VBE)**

The following Proposal conditions apply to this Contract. Submission of a Proposal by a Proposer shall constitute full acceptance of these Proposal conditions:

**I. MINORITY OWNED BUSINESS PARTICIPATION (MBE/WBE/DBE/SBE/Edge Cert./VBE)**

Dayton Metropolitan Housing Authority (DMHA) has established a Minority Business Enterprise (MBE) goal for all construction projects, professional service contracts and for suppliers of goods and services. The MBE goals are: 25% of construction contract, 15% of professional service contracts and 15% of the purchases of goods, materials, supplies and services. DMHA receives funding from the Department of Housing and Urban Development (HUD). All HUD funds for the purchase of construction, renovation projects, goods, materials, supplies and services shall follow the procedures below. The above guidelines are applicable to MBE/WBE/SBE/DBE/VBE/EDGE.

General information contained in this section of the specifications, regarding DMHA's MBE requirements is detailed in the MBE plan. Copies of the plan are available upon request.

**I. DEFINITIONS:**

**Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business (DBE), Small Business Enterprise (SBE), Edge Certified (EDGE) and Veteran Owned Business (VBE).**

- A. MBE stands for **Minority Business Enterprise**. An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

MBE Resources available in the community:

**Ohio MBE Certification;**

<http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>  
 Equal Opportunity Division  
 MBE Certification Office  
 30 E. Broad St., 18th floor  
 Columbus, Ohio 43215-3414  
 (614) 466-8380; [www.MBE.ohio.gov](http://www.MBE.ohio.gov)

**City Of Dayton Minority Contractors Business Assistance Program (MCBAP);** <http://www.daytonmcbap.com/>

City of Dayton  
 Minority Contractors Business Assistance Program  
 201 Riverside Drive, Suite 1E Dayton, OH 45405-4956  
 Phone: 937.223.2164  
 Fax: 937.223.8495

**City of Dayton Human Relations Council;** Call 937-333-1403 or fax 937-222-4589 or visit

<http://www.cityofdayton.org/departments/hrc/Pages/ContractCompliance.aspx>,

**Dayton Minority Biz**

40 South Main St. Suite 700, Dayton, Ohio 45402.  
 Phone: (937) 660-4831; <http://www.daytonminoritybiz.com/>

**South Central Ohio Minority Supplier Development Council**

Crystal J. Davis, Director of Certification & Cincinnati Area Manager  
 300 Carew Tower  
 441 Vine Street  
 Cincinnati, Ohio 45202  
 Bus: 513.579.3104, Fax: 513.579.3101; <http://www.scomsdc.org>

- B. WBE stands for **Women Business Enterprise**. A WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.

WBE resources available in the community:

**Ohio WBE Resources:**

<http://development.ohio.gov/Entrepreneurship/WomensBusinessResource.htm>

**City of Dayton Human Relations Council:**

<http://www.cityofdayton.org/departments/hrc/Pages/default.aspx>

**US SBA WBE Resources:**

<http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>

**Women's Business Enterprise National Council**

<http://www.wbenc.org/Certification/>

Women's Business Enterprise National Council,  
1120 Connecticut Avenue, N.W. Suite 1000, Washington, DC 20036

- C. DBE stands for **Disadvantaged Business Enterprise**. A DBE is defined as a "**small business concern**" by the Small Business Administration, that is at least 51% owned by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more of these socially and economically disadvantaged owners. These firms are essentially the same as MBEs and WBEs except that the size of the firm is also a factor when determining its status. "DBE" is a federal term. Federally funded or federally-assisted projects use DBEs rather than MBEs and WBEs. The qualifying size of a firm depends on the type of industry.

DBE and SBE resources available:

**Ohio Department of Transportation, Division of Contract Administration** (**Construction** lists DBE-certified contractors):  
[www.dot.state.oh.us/CONTRACT/](http://www.dot.state.oh.us/CONTRACT/)

**Small Business Standards:**

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

**SBA Certifications:**

<http://www.sba.gov/services/contractingopportunities/certifications/index.html>

- D. The State of Ohio's **EDGE program** provides an EDGE to small businesses by **Encouraging Diversity, Growth and Equity** in public contracting. EDGE is an assistance program for economically and socially disadvantaged business enterprises. To view a list of EDGE vendors: Visit the EDGE certification Web site at [www.das.ohio.gov/EDGE](http://www.das.ohio.gov/EDGE) for the latest list.

EDGE resources available: <http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

DMHA also encourage **Veteran Owned Businesses** to bid on procurement opportunities. To gain more information about Veteran Owned Businesses and to obtain appropriate certifications, please visit following websites.

<http://www.vetbiz.gov/>

<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>

You may also contact VetBiz through the following methods:

The Center for Veterans Enterprise  
1722 I Street, N. W. Washington, D.C. 20420  
Phone: 866.584.2344 OR 202-303-3260  
Email: [vip@mail.va.gov](mailto:vip@mail.va.gov); [www.vetbiz.gov](http://www.vetbiz.gov)

Mailing Address:  
U.S. Department of Veterans Affairs  
The Center for Veterans Enterprise (CVE)  
810 Vermont Avenue, N. W.  
Washington, D.C. 20420

## LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

The undersigned Proposed intends to subcontract with the following Minority Business Enterprises (MBE/WBE/DBE/SBE/Edge Cert./VBE) for this project.

**Please submit the information in full.** Use additional pages if needed.

**BUSINESS NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Type of Service:** \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE ☐ WBE ☐ DBE ☐ SBE ☐ EDGE ☐ VBE ☐  
Subcontractor ☐ Supplier ☐

**BUSINESS NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Type of Service:** \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE ☐ WBE ☐ DBE ☐ SBE ☐ EDGE ☐ VBE ☐  
Subcontractor ☐ Supplier ☐

**BUSINESS NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Type of Service:** \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE ☐ WBE ☐ DBE ☐ SBE ☐ EDGE ☐ VBE ☐  
Subcontractor ☐ Supplier ☐

**BUSINESS NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Type of Service:** \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE ☐ WBE ☐ DBE ☐ SBE ☐ EDGE ☐ VBE ☐  
Subcontractor ☐ Supplier ☐



Dayton Metropolitan Housing Authority dba  
Greater Dayton Premier Management  
400 Wayne Ave.  
Dayton, Ohio 45410-8750  
Telephone (937) 910-7500  
Fax (937) 910-7628



### Section 3 Business Concern Application

The purpose of Section 3 is to ensure that economic opportunities generated by certain HUD funded projects shall, **to the greatest extent feasible**, and consistent with existing Federal and State laws, be directed to low- and very low-income persons (particularly those receiving assistance for housing), and to the businesses that provide economic opportunities to these persons. Section 3 is **race and gender neutral**. The preference is **income and location based**.

*Use guidelines on page 3 to determine if your business or any of your subcontractors qualify for Section 3 status*

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

ADDRESS OF BUSINESSES: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_ CELLULAR NUMBER: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

#### 1. TYPE OF BUSINESS (Check Applicable Status)

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Federal Employer Identification Number/SSN \_\_\_\_\_

#### 2. CHECK AND ATTACH ALL THAT APPLY

- ☐ If corporation, statement from Secretary of State showing firm is current with annual fees or provide copy of cancelled check. ☐ Sole Owner (If Applicable)
- ☐ List of Owners/Stockholders and ownership percentage (%) of each ☐ Partnership or Joint Venture Agreement
- ☐ Business Occupational License

#### 3. CHECK WHERE APPLICABLE (all applicable forms may be obtained at <http://www.dmha.org/doing-business-with-dmha/section-3-overview/section-3.html>)

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 preference (please check Section 3 resident/business definitions and income guidelines\*\*\* at the end of this document prior to selecting this option).

☐ Prime Contractor submit: Form sec3-001b, List of Current (pre-bid) Employees

☐ Prime Contractor submit: Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

☒ I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 preference as:

**(1) An individual, sole proprietorship, partnership, corporation or joint venture that has a 51% ownership by a Section 3 qualified individual (see guidelines on the page 3).**

☐ Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.

☐ Prime Contractor submit: Form sec3-001b, Section 3 Employee List

For the Owner claiming 51% or more Ownership submit: Form sec3-002a, Section 3 Resident Preference

☐ Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)

For the Owner claiming 51% or more Ownership submit: Form sec3-002b, Section 3 Resident or Employee

☐ Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

- ☐ (2) A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents see guidelines on the page 3).
- ☐ Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
- ☐ Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation
- ☐ Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)
- ☐ For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
- ☐ For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)
- ☐ (3) A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.
- ☐ Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation completed by the prime contractor
- ☐ Prime Contractor submit: Form sec3-001b, Section 3 Employee List and all required supporting documentation completed by the prime contractor
- ☐ Prime Contractor submit: Form sec3-001d, Section 3 Contractor or Subcontractor Report (this list must demonstrate that 25% of the total dollar award of all subcontracts to be awarded to Section 3 business concerns).
- ☐ For each Section 3 Subcontract submit: Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation or joint venture claimed on the subcontractor list.
- ☐ For each Section 3 Subcontract submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
- ☐ For each Section 3 Subcontract submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
- ☐ For each Section 3 Subcontract submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation completed by each subcontractor

***I certify to the best of my knowledge that the information contained here within, and the documents attached, is true and correct.***

**CORPORATE SEAL**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date Received: \_\_\_\_\_ Initial Application Reviewed by: \_\_\_\_\_

Final Application Reviewed by: \_\_\_\_\_ Approval Status: Approved ☐ Denied ☐

## Why Certify as a Section 3 Business:

### 1) Receive preference during the bidding/proposal process

(considering responsiveness and responsibility of the quoter, the award will be made to the company claiming Section 3 preference if its quote is within 10% of the lowest quote submitted; see sec3-008 form for award process for bids and proposals)

### 2) Gain more business opportunities with governmental entities and private sector companies that support economic development goals.

### 3) Boost your business growth and service/product output

#### Individuals who qualify as Section 3 residents:

1. A Public housing resident; or
2. An individual who resides in Montgomery County; and is
3. A low-income or very-low income person as defined by HUD.

#### What defines a person of low and very low income?

A person of **low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 80% of the median income** for the area.

A person of **very low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 50% of the median income** for the area.

**CHART 1**

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
<b>Very Low-Income</b>	\$23,000	\$26,300	\$29,600	\$32,850	\$35,500	\$38,150	\$40,750	\$43,400
<b>Low-Income</b>	\$36,800	\$42,050	\$47,300	\$52,550	\$56,800	\$61,000	\$65,200	\$69,400

Note: \*2018 Median Family Income for Ohio: \$65,700 ([www.huduser.org](http://www.huduser.org))

If you do not wish to use employees' annual salaries to determine whether they meet criteria as a Section 3 resident, you can use their hourly wages to determine their eligibility, also.

**CHART 2**

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
<b>Very Low-Income</b>	\$11.06	\$12.64	\$14.23	\$15.79	\$17.07	\$18.34	\$19.59	\$20.87
<b>Low-Income</b>	\$17.69	\$20.22	\$22.74	\$25.26	\$27.31	\$29.33	\$31.35	\$33.37

\*Note: Hourly rates were calculated by dividing each of the salaries in Chart 1 by the total number of work hours in a year (i.e. \$65,700/2,080 = \$31.59)

In order to determine the number of members an employee has within their household, you may utilize personnel records such as tax records and/or other payroll data (i.e., state and federal exemptions), insurance/beneficiary records or emergency contact persons provided by the employee.

#### A Section 3 Business Concern is a business concern:

- 1) That is 51% or more owned by a Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of the first employment with the business concern have been Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to a business concern that meets the qualifications in paragraph 1) or 2) above.
- 4) When it is formed as a part of a **Section 3 joint venture**. In this venture Section 3 business concern should:

- Be responsible for a clearly defined portion of the work to be performed and hold management responsibilities; and
- Perform at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.





Dayton Metropolitan Housing Authority  
dba Greater Dayton Premier  
Management  
400 Wayne Ave.  
P.O. Box 8750  
Dayton, Ohio 45401-8750  
Telephone (937) 910-7500  
Fax (937) 910-7628



## SECTION 3 CONTRACTOR OR SUBCONTRACTOR PAYROLL REPORT

### \* PERMANENT, FULL-TIME EMPLOYEES ONLY

If you are claiming a Section 3 preference by declaring that 30% of your workforce qualifies as Section 3 employees, you must submit documentation with your bid for each current public housing or other Section 3 employee for four weeks or one month, immediately preceding Invitation to Bid Notice, or application date, whichever is more recent.

Total Number of Permanent, Full-Time Employees \_\_\_\_\_

	Section 3 Employee Name	Time Period	Social Security #	Hourly Rate	Hours Per Week	Gross Pay Per Week
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						

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

PRINT NAME: \_\_\_\_\_

AUTHORIZED COMPANY TITLE: \_\_\_\_\_

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

\* The Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management may request the contractor or subcontractor to produce copies of their firm's actual payroll records to substantiate any information included on this form.



Dayton Metropolitan Housing Authority dba  
Greater Dayton Premier Management  
400 Wayne Ave.  
P.O. Box 8750  
Dayton, Ohio 45401-8750  
Telephone: (937) 910-7500  
Fax: (937) 910-7628  
Email: [compliance@gdpm.org](mailto:compliance@gdpm.org)



### 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 assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. In the event of a determination by the Chief Executive Officer or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the GDPM, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further GDPM contracts for a period of one to three years.

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please provide the following information on each intended subcontractor:**

*(Attach a separate sheet if necessary)*

<i>Name</i>	<i>Address</i>	<i>Phone #</i>	<i>Amount of Subcontract</i>	<i>Section 3 Category</i>

**APPLICATION CERTIFICATION**

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. The undersigned fully understands that false statements or information are punishable under Federal and State Law, and that the business may be removed from the Greater Dayton Premier Management (GDPM) vendor list for false statements of information. The undersigned also realizes that GDPM may verify any information provided by the vendor within this Section 3 Business Certification Form.

The vendor hereby waives and releases any right the vendor may have or assert against the Greater Dayton Premier Management by virtue of its reliance on information provided by outside investigatory or informational agencies. Vendor acknowledges that GDPM will include the business (if applicable) within its database for the applicable Section 3 category. Such information may be submitted to other vendors as a form or reference the vendor may utilize in order to meet its GDPM Section 3 requirements. Nothing contained with this Section 3 Certification Form is to be interpreted as a promise by Greater Dayton Premier Management to contract with the vendor.

---

*(Name of Corporation)*

---

*Signature of Authorized Representative*

By: \_\_\_\_\_

*(Please Print Name of Above Signed Representative)*

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

**SECTION 3 NARRATIVE ACTION PLAN**  
(MUST BE FILLED OUT FOR A VALID BID/PROPOSAL)

Please outline your strategy in complying with Section 3 contracting and hiring goals.

I. Overview

- Description of the project's work detail
- Proposed contracting opportunities for Section 3 businesses
- Proposed positions for new hires (job description, if available)

II. Describe how your company will advertise contracting opportunities and open positions

III. Implementation Schedule

- Provide an overview of the activities involved in executing Section 3 plan (ex. hiring/contracting process and benchmarking, expanding the pool of candidates for a new position or a contract by contacting GDPM and/or job and training organizations in the community to identify qualified individuals and business concerns, etc.).

IV. Are there any other *creative* or *innovative* ideas your company would like to implement in order to fulfill your Section 3 compliance obligations? If yes, please describe.

V. Can your company provide training opportunities for public housing residents as an option for meeting your Section 3 requirements? If yes, provide an overview of your training plan.

**Non-Collusive Affidavit:** The undersigned party hereby certifies that this proposal/bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror 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 or any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the Dayton Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Disclosure:** The undersigned certifies that I, nor any member of my immediate family does not now, and has not for the preceding two years, had any interest, whatsoever, whether direct, or indirect, in GDPM or any of its members or officials including but not limited to any interest which yields or has the potential of yielding directly or indirectly a monetary or other material gain or benefit with any employees, officers and commissioners of GDPM and members of their immediate family, or any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of GDPM members of their families or employment or services rendered as a member, official or officer of GDPM.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Company Name)

## EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of \_\_\_\_\_ to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, or national origin. The corporation is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will (1) recruit, hire, and promote all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social recreation programs will be administered without regard to race, color, religion, sex, or national origin, except where sex is a bona fide occupational qualification. Additionally, intends full compliance with handicapped and veteran affirmative action requirements.

The successful achievement of a nondiscriminatory employment program requires a minimum of cooperation between management and employees. In fulfilling its part in this cooperative effort management is obligated to lead the way by establishing and implementing affirmative action procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and female employees are encouraged to participate in all company activities and refer applicants.

I have designed \_\_\_\_\_ to be assisted by

\_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal employment opportunity area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

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

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

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

**NOTE:** Prime and Subcontractors with contracts of \$500,000 or more, must designate in their policy statement the liaison officer who will administer the Contractor's "Minority Business Enterprise Program."

## CONTRACTOR'S CERTIFICATION CONCERNING EEO

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

[illegible]

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions\*

(\*Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

*Title 24 Code of Federal Regulations Part 24 requires that Dayton Metropolitan Housing Authority (DMHA) not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.*

*If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:*

- *List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.*
- *Internet access is also available at <http://epls.arnet.gov>*

### Instructions for Certification

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 those 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or \_\_\_\_\_  
(Contractor's/Company Name)  
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 government 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 these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: \_\_\_\_\_  
(Authorized Recipient Name/Title)

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

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

Organization: \_\_\_\_\_

RFP#: \_\_\_\_\_

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

X

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and sign. The data given must be clear and comprehensive.

1. Business Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Business Telephone/ Fax Numbers: \_\_\_\_\_
4. Year the business was established: \_\_\_\_\_
5. State in which you are incorporated: \_\_\_\_\_
6. Credit available for this contract \$ \_\_\_\_\_
7. Contracts now on hand, gross amount \$ \_\_\_\_\_
8. How many years have you been engaged in the contracting business under your present firm or trading name? \_\_\_\_\_
9. Type of organization (ex., corporation, partnership, proprietorship, company, LLC)  
\_\_\_\_\_
10. Have you ever refused to sign a contract for the amount of your original bid? \_\_\_\_\_
11. Have you ever defaulted on a contract? \_\_\_\_\_
12. Have you, within the past five (5) years, completed a minimum of ten (10) projects of similar scope and complexity? \_\_\_\_\_
13. **On an attached sheet**, please submit a list of these projects including the contract price, description of work, and location. Also complete **Five (5) Reference Release Forms** in **Exhibit K** to allow verification of work performance.
14. Will you upon request furnish any other information that the Greater Dayton Premier Management may require? \_\_\_\_\_
15. The undersigned hereby authorizes and requests any person to furnish any information requested by the Greater Dayton Premier Management in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REFERENCE RELEASE FORM****For**

GDPM IFB/RFQ/RFP# \_\_\_\_\_ JOB TITLE \_\_\_\_\_

I, being \_\_\_\_\_ of \_\_\_\_\_

Title

Company Name

Give GDPM authorization to check our company's previous performance.

Authorization Signature: \_\_\_\_\_

**RETURN FIVE (5) SIGNED FORMS TO GDPM WITH PROPOSAL****Reference:**

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

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

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

Telephone No \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Contractor: Do Not Write Below This Line, Must be filled out by Reference,  
Return this form with proposal**

Dear Sir or Madam:

The vendor mentioned above has submitted your company as reference in response to a proposal received by our office.

To assist GDPM in the evaluation of this vendor's proposal, please complete the information outlined below and return this form in the postage paid envelope provided as soon as possible.

1 Nature of service provided

\_\_\_\_\_

\_\_\_\_\_

2. Dollar amount of agreement \$ \_\_\_\_\_

3. Performance: (Circle One)

Excellent

Good

Average

Poor

4. Would you enter into an agreement with this company? \_\_\_\_\_

5. Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title (Use Reverse Side if needed)

Signature

Thank you for your assistance in this manner. Should you have any questions please contact Xavier Gullatte, Senior Manager of Compliance-xgullatte@gdpm.org, 937-910-7613 or Compliance, Contract Administrator lpempsell@gdpm.org, 937-910-7636/937-910-7628 Fax.

**Decline To Bid For The Reason Checked**

- 
- |   |  |
|---|--|
| <input type="checkbox"/> I can not Comply With Specifications | <input type="checkbox"/> I can not meet delivery requirements                                  |
| <input type="checkbox"/> Unable to Identify the Item(S)       | <input type="checkbox"/> I do not regularly manufacture or sell the types of item(s) involved. |
| <input type="checkbox"/> Other (Specify)                      |  |

- 
- |  |  |
|--|--|
| <input type="checkbox"/> I do desire to be retained on mailing list for future procurement of this type item involved. | <input type="checkbox"/> I do not desire to be on the mailing list for future solicitations of this type item(s) involved. |
|--|--|
- 

(Fold and Mail to the Address Below)

---

FROM:

AFFIX STAMP HERE

TO: Greater Dayton Premier Management  
Attn: Roderick Long, Contract Administrator  
400 Wayne Avenue  
P.O. BOX 8750  
Dayton, Ohio 45401-8750  
Fax (937) 910 7628

## AMP #5

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune – Optional Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing basis) – Optional Item 7 Scope of Service	Cost for Mulch – Optional Item 8 Scope of Service
Park Manor	220 Park Manor, Dayton, OH 200-337 Park Manor 45410 (black gold)							
Limestone/ Modena	Gettysburg /Germantown, Dayton, OH 45417 (black gold) 3601-3645 Limestone 3620-3628 Modena							
Channingway Court	6000-6076 Channingway Ct., Dayton, OH 45424 (black gold)							
Pompano Circle	Floral & Pompano Circle, Dayton, OH 45404 (black gold) 2100-2168, 33 Floral							
Bellefontaine Ridge	5151 Bellefontaine Ridge, Dayton, OH 45424 (black gold) 5101-5149							
Willow	619 Willow Street, Dayton, OH 45404 (black gold)							
Imperial Court	137 Imperial Court, Vandalia, OH 45377 (black gold)							
Imperial Court	149 Imperial Court, Vandalia, OH 45377(black gold)							
TOTAL								
		Total from above * 26 =	Total * 2 =	Total * 3 =	Total * 1 =	Total * 2 =	Ongoing basis	

<b>GRAND TOTAL (Add 4 numbers from previous row)</b>		=						
<b>AMP #5</b>								
Section Contact: _____, Maintenance Supervisor,								
Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune – Optional Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing basis) – Optional Item 7 Scope of Service	Cost for Mulch – Optional Item 8 Scope of Service
Quitman & Hoch	443 Quitman, 261 Hoch St., 263 Hoch, 265 Hoch and 267 Hoch Dayton, OH 45410 (black gold)							
Fitch/Hawthorn	204,206,208 Hawthorn, 22,24 & 26 Fitch, 45417 (black gold)							
Fisher Drive	5531-5537 Fisher Drive, Dayton, OH 45424 (black gold)							
Wayne Meadows	4511-4517 Wayne Meadows Dr., H/H, OH 45424 (black gold)							
Wayne Meadows	4519-4525 Wayne Meadows Dr., H/H, OH 45424 (black gold)							
TOTAL								
		Total from above * 26 =	Total * 2 =	Total * 3 =	Total * 1 =	Total * 2 =	Ongoing basis	
<b>GRAND TOTAL (Add 4 numbers from previous row)</b>		=						

## AMP #5

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune – Optional Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing basis) – Optional Item 7 Scope of Service	Cost for Mulch – Optional Item 8 Scope of Service
Misty Lane (5527)	5527-5533 Misty Lane, Huber Hgts., OH 45424 (black gold)							
Misty Lane (5541)	5541-5547 Misty Lane, Huber Hgts., OH 45424 (black gold)							
Misty Lane (5469)	5469-5473 Misty Lane, Huber Hgts., OH 45424 (black gold)							
Hilgeford Drive	5330-36 Hilgeford Dr. Dayton, OH 45424 (black gold)							
Misty Lane (5441)	5441-5447 Misty Lane Huber Hgts., OH 45424 (black gold)							
Misty Lane (5455)	5455-5461 Misty Lane Huber Hgts., OH 45424 (black gold)							
Misty Lane (5483)	5483-5489 Misty Lane Huber Hgts., OH 45424 (black gold)							
Misty Lane (5556)	5556-5560 Misty Lane Huber Hgts., OH 45424 (black gold)							
TOTAL								
		Total from above * 26 =	Total * 2 =	Total * 3 =	Total * 1 =	Total * 2 =	Ongoing basis	
<b>GRAND TOTAL (Add 4 numbers from previous row)</b>		=						

## AMP 3

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune Mandatory Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing) Optional Item 7 Scope of Service	Cost for Mulch – Optional Item 8 Scope of Service <i>*see note below</i>
Westdale	110 Melba Street, Dayton, OH 45402 (Black Gold and play ground mulch)							
Olive Hills	7505 Bronson Street, Dayton, OH 45417 (Black Gold)							
Riverview Terrace	3310 W. Riverview Avenue, Dayton, OH 45406 (Black Gold and play ground mulch)							
Malden/Hollencamp & fields	502-524 Malden Av., 504-541 Hollencamp 45417 (Black Gold)							
Friden/Whitmore & fields	4602-4645 Friden Ct., 48-108 Whitmore, 45417(Black Gold)							
138 Gettysburg	138 N. Gettysburg Avenue, Dayton, OH 45417 (Black Gold)							
Winters	436-440 Winters St., Dayton, OH 45417 (Black Gold)							
Hawthorne Village	1025, 1021, 1015, 1013, 1009, 1003 Germantown Rd and 10 Fitch (Black Gold) 45402							
TOTAL								
		Total from above * 26 =	Total * 2 =	Total * 3 =	Total * 1 =	Total * 2 =	Ongoing basis	
GRAND TOTAL (Add 4 numbers from previous row)		=						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

# AMP 1

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune – Mandatory Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing basis) – Optional Item 7 Scope of Service	Cost for Mulch and Play ground Mulch– Optional Item 8 Scope of Service <i>*see note below</i>
Grand Hi Rise	465 Grand Avenue, Dayton, OH 45405 (Black Gold)							
Metropolitan Hi Rise	50 Central Avenue, Dayton, OH 45406 (Black Gold)							
Hallmark-Meridian Hi Rise	714 Plymouth & 59 Central Ave Dayton, OH 45406(Black Gold)							
Triangle Terrace/Embury Office	2728 Triangleview , Dayton, OH 45414 ((Black Gold and playground mulch)							
Short Helena (40-42)	40-42 E. Helena Street, Dayton, OH 45405 (Black Gold)							
Holt St. (404 & 410)	426-428 Holt Street, Dayton, OH 45408 (Black Gold)							
Bruce Av. (404 & 410)	404 & 410 Bruce Avenue, Dayton, OH 45405 (Black Gold)							
Hudson (205)/Cherry (111)	205 Hudson/111 Cherry, Dayton, OH 45405 (Black Gold)							
Redwood (311)	311 Redwood Avenue, Dayton, OH 45405(Black Gold)							
Niagara (241)	241 Niagara Avenue, Dayton, OH 45405 (Black Gold)							
E. Norman	108 E. Norman Avenue, Dayton, OH 45405 (Black Gold)							
Theodore	3504 Theodore Ave Dayton, Ohio 45405 (Black Gold)							

TOTAL							
	Total from above * 26 =	Total * 2 =	Total * 3 =	Total * 1 =	Total * 2 =	Ongoing basis	
GRAND TOTAL (Add 4 numbers from previous row)	=						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP 6

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per Spring Clean Up Mandatory Item 5 Scope of Service	Cost per edge Trim/Prune – Mandatory Item 6 Scope of Service	Cost for Leaf Removal per event (ongoing basis) – Optional Item 7 Scope of Service	Cost for Mulch – Optional Item 8 Scope of Service
Madrid Estates	9001-9057 Mandel Drive (odd addresses only) 200-218 Fox Grove Drive and 222-296 Fox Grove Drive and all community green spaces 220/221 Fox Grove (black gold) <b>Mulch office only</b>							
Indian Trails	500 Indian Trails, West Carrollton, OH 45449 (Brick Red) 502-570							
Shroyer Road	1907 Shroyer, Oakwood, OH 45419 (Brick Red)							
Shroyer Road	2018 Shroyer, Oakwood, OH 45419 (Brick Red)							
Red Bluff	1301 Red Bluff, West Carrollton, OH 45449 (Brick Red)							
Telford (514)	514 Telford Ave., Kettering, OH 45419 (Brick Red)							
Telford (520)	520 Telford Ave., Kettering, OH 45419 (Brick Red)							
Telford (526)	526 Telford Ave., Kettering, OH 45419 (Brick Red)							
Telford (532)	532 Telford Ave., Kettering, OH 45419 (Brick Red)							
Telford(538)	538 Telford Ave Kettering, OH 45419 (Brick Red)							

Corona(550)	550 Corona Ave Kettering, OH 45419 (Brick Red)							
Corona(551)	551 Corona Ave Kettering, OH 45419 (Brick Red)							
Corona(557)	557 Corona Ave Kettering, OH 45419 (Brick Red)							
Governor Square	1250/1256 Governor Square Drive, Washington Township 45458(black gold)							
Washington Village	8325/8335 Washington Village (black gold)							
Westerfield	10-86 Westerfield Drive (black gold)							
Wilkinson	126 W. Fifth Street, Dayton, OH 45402 (Brick Red)	N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL								
		<i>Total from above * 26 =</i>	<i>Total * 2 =</i>	<i>Total * 3 =</i>	<i>Total * 1 =</i>	<i>Total * 2 =</i>	<i>Ongoing basis</i>	
<b>GRAND TOTAL (Add 4 numbers from previous row)</b>		=						