

# INVITATION FOR BID (IFB)



**IFB NAME: LAWN MAINTENANCE SERVICE**

**IFB NUMBER: MHA-2021-04**

**PROPOSALS DUE:**

**JULY 27, 2021 BY 2:00 P.M. CST**

**COMPANY INFORMATION:**

**LITTLE ROCK HOUSING AUTHORITY D/B/A  
METROPOLITAN HOUSING ALLIANCE**

**100 S. ARCH STREET**

**LITTLE ROCK, AR 72201**

**PHONE (501)340-4821**

**TECHNICAL SUPPORT CONTACT:**

**JADA JOHNSON, CAPITAL FUND &  
PROCUREMENT COORDINATOR**

**EMAIL: [JJOHNSON@MHAPHA.ORG](mailto:JJOHNSON@MHAPHA.ORG)**

**INVITATION FOR BID (IFB)  
LAWN MAINTENANCE  
LITTLE ROCK HOUSING AUTHORITY D/B/A METROPOLITAN HOUSING ALLIANCE**

**Issue Date:** 06/27/2021  
**Title:** Lawn Maintenance  
**Issuing Agency** Metropolitan Housing Alliance  
100 S. Arch Street  
Little Rock, Arkansas 72201

Period of Contract: Three Years  
(Renewable for two one-year terms thereafter)

Sealed Proposals Will Be Received Until **July 27, 2021, until 2:00 P.M.** For Furnishing the Services Described Herein.

**All Proposals are to be submitted by email to:**

Metropolitan Housing Alliance, Department of Procurement, Attention: Jada Johnson, at [jjohnson@mhapha.org](mailto:jjohnson@mhapha.org) and Dr. Nadine Jarmon at [njarmon@mhapha.org](mailto:njarmon@mhapha.org). The subject line must read "IFB for Lawn Maintenance Service.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

_____	Date: _____
Name of Firm	
_____	By: _____
Address	(Signature in Ink)
_____	Name: _____
City and State	(Print or Type Name)
_____ Zip Code: _____	Title _____
FEI/FIN NO. _____	Phone :(_____) _____
E-mail: _____	Fax :(_____) _____

**NOTE: Changes to this IFB may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. Firms or individuals who obtain bid packages electronically are required to notify Jada Johnson at [jjohnson@mhapha.org](mailto:jjohnson@mhapha.org) and it is the responsibility of the firm or individual to periodically check the MHA website at [www.mhapha.org](http://www.mhapha.org) for changes to the RFP. MHA's purchasing regulations require each Offeror to submit a signed copy of the addendum to the above delivery address by the proposal due date and time or included with the firm's response to the solicitation.**

## INVITATION FOR BID– LAWN MAINTENANCE

The Little Rock Housing Authority D/B/A Metropolitan Housing Alliance “MHA” requests the submission of written proposals from Lawn Service companies to provide lawn maintenance for a period of three-years. This service is for sites owned and operated by MHA and/or its affiliate Central Arkansas Housing Corporation. The closing date of the Lawn Service solicitation is at 2:00 p.m. C.S.T. on Tuesday, July 27, 2021. All solicitation will be received by email only to Dr. Nadine Jarmon, Executive Director at [njarmon@mhapha.org](mailto:njarmon@mhapha.org) and Jada Johnson, Contract and Procurement Coordinator at [jjohnson@mhapha.org](mailto:jjohnson@mhapha.org) .

This Invitation for Bid contains specific submission requirements, anticipated scope, and period of services requirements, as well as terms, conditions, and other pertinent information for submitting a proposal for this service. The MHA office hours are Monday through Friday 8:00 a.m. to 5:30 p.m. C.S.T. A free copy of the RFP document can be obtained starting June 28, 2021, by visiting our website at [www.mhapha.org](http://www.mhapha.org) or by visiting the MHA in person at 100 South Arch Street, Little Rock, AR 72201.

All bids must be submitted on the forms request below with the IFB and submitted by email only. Each submission **must** contain the following items completed and signed by the Owner. HUD Forms can be found at [https://www.hud.gov/program\\_offices/administration/hudclips/forms](https://www.hud.gov/program_offices/administration/hudclips/forms)

1. Bid Form
2. HUD-5369-C Representations, Certifications, and Other Statements of Bidders Non-Construction
3. Non-Collusive Affidavit
4. Full Disclosure Statement
5. Certification Regarding Debarment and Suspension, form HUD-2992 (08/93).
6. Statement of Offeror’s Qualifications.

Failure to provide any of these documents signed and /or certified if needed will render the bid Non-Responsive. Any and all questions regarding the BID PACKAGE forms shall be directed to Jada Johnson at [jjohnson@mhapha.org](mailto:jjohnson@mhapha.org)

MHA reserves the right to reject any and all bids or to waive any informality in the bidding.

**METROPOLITAN HOUSING ALLIANCE  
 BID DOCUMENTS**

**LAWN SERVICE for the Developments owned by Metropolitan Housing Alliance, located within the City of Little Rock.**

<b>Service Site Number</b>	<b>Name</b>	<b>Location</b>	<b>Minimum number of cuts per month</b>
<b>1</b>	Sunset	2800 Battery	<b>1</b>
<b>2</b>	NSP 2 Properties/ <b>Scattered Sites</b>	1503/1505 Schiller	<b>2</b>
		3108 W. 14th Street	
		3114 W. 14th Street	
		3118 W. 14th Street	
		1804 Marshal Street	
		1802 Allis Street	
		3100 W. 11th Street	
		3112 W. 11th Street	
		1100 Woodrow	
		1102 Woodrow	
		1110 Woodrow	
		1006 Rice Street	
		1315 Allis & Garden	
		3115 W. 17 <sup>th</sup>	
		1201,1205, and 1209 Park Street	
3501,3509, 3515, 3519 W. 18th Street			
<b>3</b>	NSP 2	1218 MLK - Lot	<b>1</b>
<b>4</b>	Land	Vernon Place	<b>1</b>
	Land	2801 Cumberland	
	Land	2803 Cumberland	
	Land	2813 Cumberland	
	Land	3200 Chester	
	Land	1219 W. 26 <sup>th</sup> Street	
	Land	1220 W. 26 <sup>th</sup> Street	
	Land	1221 W. 26 <sup>th</sup> Street	
	Land	Hyde Park – Southwest at Vernon Park	

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- 7. Bid Form**
  - **Instructions to Bidders for Contracts**
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  - **Certification for a Drug-Free Workplace**
  - **Certification Regarding Debarment and Suspension from HUD-2992.**
  - **Section 3 Plan – 24 CFR 85**
  - **Wage Determination**

## **PURPOSE OF THE REQUEST FOR PROPOSAL**

MHA will receive proposals from qualified Lawn Care Companies to provide lawn maintenance for residential living facilities operated by MHA and/or its affiliates for a term of three (3) years with an option for additional years, not to exceed a total of five (5) years. The purpose of this Invitation for Bid is to solicit proposals to establish pricing and a term contract with one or more contractors through a competitive bidding process for the purpose of receiving lawn care from a qualified vendor(s). This service will be used for the Metropolitan Housing Alliance “MHA” and/or its affiliates. MHA reserves the right to make multiple awards. The objective of this contract is to provide the best lawn care services to the MHA housing developments authorized through the issuance of stipulations in accordance with the terms and conditions of the service, scope of work and pricing.

## **GENERAL CONDITIONS**

### **SCOPE OF WORK – Lawn Maintenance**

Contractor shall provide all materials, labor, tools, gas, equipment and maintenance of equipment, bags for removal of cuttings and trash, permits, and other items necessary to complete the work as stated herein.

#### **Trimming Mowing and Edging**

All lawn areas, walks and curbs within the limits of the complex shall be machined mowed, edged and excess grass removed. Turf shall be mowed at a recommended height according to the type of season. All walks and parking lots shall be machine blown to remove grass clippings accumulated after each mowing cycle. All poles, sidewalks, bushes, flower beds and trees should be edged and manicured around to match length of grass. If a sprinkler system exists, all heads in turf will be trimmed around to prevent any spray blockage. All dirt overlays shall be removed from adjoining areas after mowing and edging operations. Shrubs, bushes, tree limbs and/or vines shall be shaped, trimmed and clean line edged. All trees, bushes and decorative flower elements must be pruned. Shrubs, bushes, tree limbs and/or vines shall be shaped in a manner to keep walkway and overhead spaces free and clear for resident access.

#### **Monofilament Trimming and Leaf Removal**

Grass and vegetation around buildings, fences, clothesline, power poles, wire tie downs, trees, shrubbery and the perimeter of the building shall be trimmed. All leaves and underbrush shall be raked and removed from premises. Vendors shall not pile leaves, sticks, tree limbs or bags of lawn clipping on any curb at the site location, all extracted lawn material must be removed from the premises at the time of completion.

#### **Weed Eradication and Bed Cultivation**

All lawn bed areas shall be kept weed-free by monofilament trimming. Established ground cover beds shall not be disturbed. All bed edges are to be kept clean and weed-free. All shrubbery shall be trimmed and pruned as needed; not touching the buildings and present a uniform appearance. All tree branches shall be trimmed eight feet above the ground. All extracted material must be removed from the premises at the time of completion.

## **General Clean Up**

All extraneous litter, including paper, trash and debris, will be removed prior to cutting the grass. All cuttings, clippings, etc. must be removed from the site. Any tires, furniture or excessive debris found in the grass at any site shall be removed upon obtaining proper removal from the management staff at the site.

## **Broken Window**

All repairs for broken windows due to the use of lawn equipment shall be reimbursed to MHA for the amount of the actual repair. MHA shall have a right to withhold said dollar amount from the final pay if the repair has not been reimbursed and /or remediated.

## **Frequency Requirements**

The Contractor shall provide Lawn Care anytime Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. only.

Lawn care services will be provided as per the sites assigned number. Additional cuts may be requested and received at the single rate provided.

## **SUPPLEMENTAL SCOPE**

### **GENERAL**

MHA by written notice to the Contractor, at any time during the term of the contract, may add or delete like or similar locations and/or services to the list of locations and/or services to be performed.

### **CONTRACTOR IDENTIFICATION**

Contractor's staff must wear identification badges or uniforms while performing lawn care services.

### **SECURITY CLEARANCE**

Development security procedures will be observed.

### **LAWN CARE SERVICE LOG**

Each time, upon completion of each lawn care service the Contractor shall submit the service log to the property manager or working foreman for approval.

Contractor shall provide the service log for each lawn care visit on a monthly basis and submit as verification along with invoice.

### **COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable environmental requirements in providing lawn care services to MHA. "**Environmental Requirements**" is defined as including, without limitation,

statutes, regulations, rules, ordinance, codes, licenses, permits, orders, approvals, plans, authorization, concessions, franchises and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentality's of the United States, the State of Arkansas and political subdivisions thereof, and all applicable judicial, administrative and regulatory decrees, judgments, and orders relating to the protection of human health or the environment and applicable to lawn care services, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, release, or threatened release of hazardous wastes.

## **SAFETY**

The Contractor shall be completely familiar with, and shall enforce all City of Little Rock, State of Arkansas and Federal OSHA regulations and requirements as applicable for services performed under this Contract.

The Contractor shall be responsible for the proper operation and maintenance of all safety equipment associated with the lawn care services.

Contractor shall observe all safety precautions as not to damage or endanger tenants, employees, property or the public in general. Any deviation from this statement must be reported immediately and shall be accompanied with an incident form.

## **COMPENSATION**

The successful contractor must have the financial resources to complete the scope of work and services. Payments shall be made on a **monthly** basis. MHA will only make payments to the contractor after MHA staff has verified all work is complete and accepted.

## **SUBCONTRACT**

Contractor shall not have the right to subcontract in whole or in part the service called for by this specification, unless approved in writing by the MHA executives.

## **PERMITS, CERTIFICATES, AND LICENSES**

The contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

## **AVAILABILITY OF RECORDS**

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the MHA and the City of Little Rock, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services



to be provided.

## **STANDARD OF CONDUCT**

The successful contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

## **REMOVAL OF EMPLOYEES**

MHA may request the successful firm(s) to immediately remove from assignment to the MHA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty; which include but is not limited to, the specified scope of work
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at MHA.

## **SUPERVISION**

The successful contractor shall provide adequate competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to MHA prior to executing the contract. The Project Manager or his designee must be readily available to meet with the MHA personnel. The successful contractor shall provide the telephone number(s) where its representative can be reached.

## **CANCELLATION**

Irrespective of any default hereunder, the MHA may at any time at its discretion cancel the contract in whole or in part, and in such event the firms shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

## **CONTRACT TERM**

MHA intends to execute a contract with the selected Contractor for a period of three (3) years contingent on availability of funds and satisfaction of service provided by contractor. MHA may opt to extend the contract on a year-by-year basis for another year not to exceed five years. This contract may be transferable to MHA partners, affiliate or assigned to a developer as needed. Notification of transfer will be made in writing.

## **AVAILABILITY OF FUNDS**

In the event that funds necessary to finance this Contract become unavailable, MHA may cancel

the contract by giving no less than a seven (7) days' notice in writing and the contract will thereafter be null and void. MHA shall be the final authority to determine whether funds are not available.

## **CONFLICT OF INTEREST**

No employee, officer or agent of the MHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- his/her business or professional partner; or
- an organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

## **INSURANCE**

Contractor shall furnish MHA with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Contractor shall furnish MHA with certificates of insurance showing that the following insurance is in force and will insure all operations under this IFB, and name LRHA as an additional insured. Required insurance levels are as follows:

**Workers' compensation** in accordance with the State of Arkansas rules and regulations. **General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

**Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$500,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Arkansas. Contractor shall not permit the insurance policies required to lapse

during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty-(30) day's prior written notice has been given to MHA.

## **PERTINENT FEDERAL REGULATIONS NON-DISCRIMINATORY AND EQUAL OPPORTUNITY**

### **Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the bidder.

The bidder must adhere to prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs must be met by the bidder.

The bidder must also meet the requirement of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting of business from the metropolitan area in which the federally funded program is located.

The bidder must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

Offeror may submit a bid on one, all, or any combination of the sites. In submitting this bid, it is understood that the right is reserved by MHA, to reject any or all bids, or to award multiple Contracts to multiple vendors as deemed and to be in the best interest of MHA. Offerors are not required to Bid all Development/sites.

The bids submitted must remain open for a period of no less than 60 days from the date of the opening of bids. The bid prices shall be included in the bid. All prices shall be on a firm fixed price and are not subject to adjustment based on costs incurred. The bid price submitted should reflect the cost to service MHA lawn and sites for no less than 3 years during the grow season.

All blanks in the bid package must be completed and the bid must be signed by the authorized representative. You may refrain from submitted pricing by marking an "X" in the space. Bids must be made in the form provided in the bid package. MHA reserves the right to accept any item or combination of items.

**Interpretations.** Any questions concerning conditions and specifications shall be directed in WRITING to Metropolitan Housing Alliance, ATTENTION: Jada Johnson at by email to [jjohnson@mhapha.org](mailto:jjohnson@mhapha.org). All questions must be submitted 10 days before the close of the bid period. Any interpretation affecting all bidders made prior to the bid due date will be issued in the form of an amendment. MHA will not be bound by or responsible for any other explanations or interpretations of this IFB package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations shall not be considered binding unless provided in writing in the form of addendum by MHA.

The selected contractor(s) must have 3 years minimum experience in lawn care maintenance for commercial apartment properties.

The MHA will evaluate bids in response to this solicitation without discussion and will award the contract to the lowest most responsive and responsible bidder whose bid is conforming to the solicitation and will be the most advantageous to MHA, considering only the price and price related factors specified in the solicitation. MHA reserves the right to reject any and all bids.

The responsibility of the bidder will be determined by considering such matters as the bidder's integrity, compliance with public policy, record of past performance, financial and technical resources and the ability to perform successfully and timely.

Responsiveness will be determined if the bidder's bid meets the requirements of this Invitation for Bid.

**ATTACHMENT A**

**CONTRACTOR’S AND/OR BIDDERS INFORMATION,  
FACT SHEET AND QUESTIONNAIRE (IFB)**

**I. GENERAL**

This document is a part of the bid document and shall be completed in its entirety. Failure to complete and submit subject document may cause the bidder to be considered non-responsive thus deemed disqualified.

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Metropolitan Housing Alliance and/or its representative shall be entitled to contact each and every reference listed in response to this IFB, and each entity referenced in any response to any question in this document.

The Contractor, \_\_\_\_\_  
(Hereinafter “Contractor”), by completing this document, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the Owner.

- C. Only complete and accurate information shall be provided by the Contractor. The Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the MHA of any subsequent agreement between the MHA and the Contractor.
- D. The completed form is due in with each bid/proposal to MHA.
- E. This form, its completion by the Contractor, and its use by the MHA shall not give rise to any liability on the part of MHA to the Contractor or any third party or person.

**II GENERAL BACKGROUND**

- A. CURRENT NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. PREVIOUS NAME OR ADDRESS OF CONTRACTOR, IF ANY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. CURRENT PRESIDENT OR CHIEF EXECUTIVE OFFICER:

\_\_\_\_\_

\_\_\_\_\_

YEARS IN THAT POSITION: \_\_\_\_\_

D. NUMBER OF FULL TIME EMPLOYEES:

\_\_\_\_\_

E. NAME AND ADDRESS OF CURRENT AFFILIATED COMPANIES  
(PARENT, SUBSIDIARY, DIVISIONS):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**III. REFERENCES**

Please provide **three (3)** business references, which currently use or have used lawn care services from your company for at least the last three years for services similar in size, type and scope to that described herein.

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**IV. NUMBER OF VEHICLES IN FLEET:**

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**V. COMMENTS:**

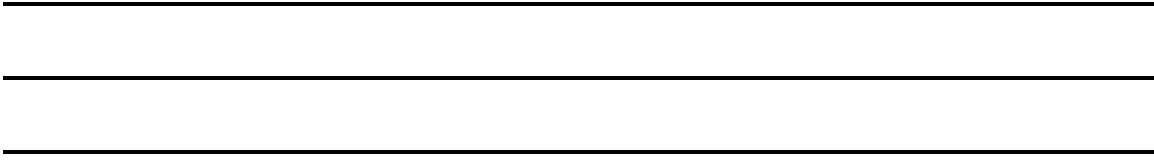
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**BID FORM - Page 1**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 1**

FROM:

\_\_\_\_\_  
 NAME OF BIDDER

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY            STATE            ZIP

TO:

Metropolitan Housing Alliance  
 \_\_\_\_\_  
 NAME OF PHA

100 S. Arch Street  
 \_\_\_\_\_  
 ADDRESS

Little Rock,                    Arkansas            72201  
 \_\_\_\_\_  
 CITY                                    STATE                    ZIP

Bidders:

1. The Undersigned, having familiarized ourselves with the local conditions affecting the cost of the work, and with all Required Bid Documents, the Invitations for Bids, Instructions to Offerors Non-Construction HUD-5369-B, Certifications and Representations of Offerors HUD-5369-C, this Bid Form, the General Contract Conditions Non-Construction HUD-5370-C, the Statement of Work, etc. and Addenda, if any thereto, do hereby propose to furnish all labor, materials, equipment, and services required for furnishing LAWN CARE SERVICE/MAINTENANCE for the developments owned by Metropolitan Housing Alliance "MHA" and or its affiliates all located within the City of Little Rock, Pulaski County and within accordance with the completed IFB Package, for the sum as follows:

**LAWN SERVICE**

**DEVELOPMENT #1 BID**

\$ \_\_\_\_\_ (Per Cut)

**TOTAL BID for minimum number of cuts per scope**      \$ \_\_\_\_\_

2. The undersigned acknowledges receipt and inclusion as a part of the Contract Documents the following addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____

3. Offeror may submit a bid on one, all, or any combination of the Development/sites. All Bids must be on separate bid form and referenced by the given site number. MHA WILL NOT ACCEPT ONE BID FORM FOR ALL PROPERTIES. NO EXCEPTIONS! In submitting this bid, it is understood that the right is reserved, by MHA, to reject any or all bids, or to award multiple Contracts to multiple Contractors as deemed, by MHA, to be in the best interest of the PHA. Offerors are not required to bid all development and/or sites. MHA is looking to obtain the lowest most responsive bids for all sites.

**BID FORM - Page 2**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 1**

4. Listed below are all bidders' partners (or members of the corporation):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Type Name of Bidder)

\_\_\_\_\_ (Arkansas License No.)

BY: \_\_\_\_\_

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

OFFICIAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM - Page 1**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 2**

FROM:

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

TO:

Metropolitan Housing Alliance

\_\_\_\_\_  
NAME OF PHA

100 S. Arch Street

\_\_\_\_\_  
ADDRESS

Little Rock, Arkansas 72201

\_\_\_\_\_  
CITY STATE ZIP

Bidders:

- The Undersigned, having familiarized ourselves with the local conditions affecting the cost of the work, and with all Required Bid Documents, the Invitations for Bids, Instructions to Offerors Non-Construction HUD-5369-B, Certifications and Representations of Offerors HUD-5369-C, this Bid Form, the General Contract Conditions Non-Construction HUD-5370-C, the Statement of Work, etc. and Addenda, if any thereto, do hereby propose to furnish all labor, materials, equipment, and services required for furnishing LAWN CARE SERVICE/MAINTENANCE for the developments owned by Metropolitan Housing Alliance "MHA" and or its affiliates all located within the City of Little Rock, Pulaski County and within accordance with the completed IFB Package, for the sum as follows:

**LAWN SERVICE**

**DEVELOPMENT #2 BID**

\$ \_\_\_\_\_ (Per Cut)

**TOTAL BID for minimum number of cuts per scope** \$ \_\_\_\_\_

- The undersigned acknowledges receipt and inclusion as a part of the Contract Documents the following addenda:

Addendum Number

\_\_\_\_\_  
\_\_\_\_\_

Dated

\_\_\_\_\_  
\_\_\_\_\_

- Offeror may submit a bid on one, all, or any combination of the Development/sites. All Bids must be on separate bid form and referenced by the given site number. MHA WILL NOT ACCEPT ONE BID FORM FOR ALL PROPERTIES. NO EXCEPTIONS! In submitting this bid, it is understood that the right is reserved, by MHA, to reject any or all bids, or to award multiple Contracts to multiple Contractors as deemed, by MHA, to be in the best interest of the PHA. Offerors are not required to bid all development and/or sites. MHA is looking to obtain the lowest most responsive bids for all sites.

**BID FORM - Page 2**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 2**

4. Listed below are all bidders' partners (or members of the corporation):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Type Name of Bidder)

\_\_\_\_\_ (Arkansas License No.)

BY: \_\_\_\_\_

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

OFFICIAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM - Page 1**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 3**

FROM:

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

TO:

Metropolitan Housing Alliance

\_\_\_\_\_  
NAME OF PHA

100 S. Arch Street

\_\_\_\_\_  
ADDRESS

Little Rock, Arkansas 72201

\_\_\_\_\_  
CITY STATE ZIP

Bidders:

- The Undersigned, having familiarized ourselves with the local conditions affecting the cost of the work, and with all Required Bid Documents, the Invitations for Bids, Instructions to Offerors Non-Construction HUD-5369-B, Certifications and Representations of Offerors HUD-5369-C, this Bid Form, the General Contract Conditions Non-Construction HUD-5370-C, the Statement of Work, etc. and Addenda, if any thereto, do hereby propose to furnish all labor, materials, equipment, and services required for furnishing LAWN CARE SERVICE/MAINTENANCE for the developments owned by Metropolitan Housing Alliance "MHA" and or its affiliates all located within the City of Little Rock, Pulaski County and within accordance with the completed IFB Package, for the sum as follows:

**LAWN SERVICE**

**DEVELOPMENT #3 BID**

\$ \_\_\_\_\_ (Per Cut)

**TOTAL BID for minimum number of cuts per scope \$ \_\_\_\_\_**

- The undersigned acknowledges receipt and inclusion as a part of the Contract Documents the following addenda:

Addendum Number

\_\_\_\_\_  
\_\_\_\_\_

Dated

\_\_\_\_\_  
\_\_\_\_\_

- Offeror may submit a bid on one, all, or any combination of the Development/sites. All Bids must be on separate bid form and referenced by the given site number. MHA WILL NOT ACCEPT ONE BID FORM FOR ALL PROPERTIES. NO EXCEPTIONS! In submitting this bid, it is understood that the right is reserved, by MHA, to reject any or all bids, or to award multiple Contracts to multiple Contractors as deemed, by MHA, to be in the best interest of the PHA. Offerors are not required to bid all development and/or sites. MHA is looking to obtain the lowest most responsive bids for all sites.

**BID FORM - Page 2**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 3**

4. Listed below are all bidders' partners (or members of the corporation):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Type Name of Bidder)

\_\_\_\_\_ (Arkansas License No.)

BY: \_\_\_\_\_

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

OFFICIAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM - Page 1**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 4**

FROM:

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

TO:

Metropolitan Housing Alliance

\_\_\_\_\_  
NAME OF PHA

100 S. Arch Street

\_\_\_\_\_  
ADDRESS

Little Rock, Arkansas 72201

\_\_\_\_\_  
CITY STATE ZIP

Bidders:

- The Undersigned, having familiarized ourselves with the local conditions affecting the cost of the work, and with all Required Bid Documents, the Invitations for Bids, Instructions to Offerors Non-Construction HUD-5369-B, Certifications and Representations of Offerors HUD-5369-C, this Bid Form, the General Contract Conditions Non-Construction HUD-5370-C, the Statement of Work, etc. and Addenda, if any thereto, do hereby propose to furnish all labor, materials, equipment, and services required for furnishing LAWN CARE SERVICE/MAINTENANCE for the developments owned by Metropolitan Housing Alliance "MHA" and or its affiliates all located within the City of Little Rock, Pulaski County and within accordance with the completed IFB Package, for the sum as follows:

**LAWN SERVICE**

**DEVELOPMENT #4 BID**

\$ \_\_\_\_\_ (Per Cut)

**TOTAL BID for minimum number of cuts per scope** \$ \_\_\_\_\_

- The undersigned acknowledges receipt and inclusion as a part of the Contract Documents the following addenda:

Addendum Number

\_\_\_\_\_  
\_\_\_\_\_

Dated

\_\_\_\_\_  
\_\_\_\_\_

- Offeror may submit a bid on one, all, or any combination of the Development/sites. All Bids must be on separate bid form and referenced by the given site number. MHA WILL NOT ACCEPT ONE BID FORM FOR ALL PROPERTIES. NO EXCEPTIONS! In submitting this bid, it is understood that the right is reserved, by MHA, to reject any or all bids, or to award multiple Contracts to multiple Contractors as deemed, by MHA, to be in the best interest of the PHA. Offerors are not required to bid all development and/or sites. MHA is looking to obtain the lowest most responsive bids for all sites.

**BID FORM - Page 2**

**JOB #: MHA 2021-04 LAWN SERVICE SITE # 4**

4. Listed below are all bidders' partners (or members of the corporation):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Type Name of Bidder)

\_\_\_\_\_ (Arkansas License No.)

BY: \_\_\_\_\_

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

OFFICIAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_



# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. Contract Award

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

(b) The HA may

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

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

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**INVITATION FOR BID**  
**IFB# MHA-2021-04**

**STATEMENT OF OFFERORS QUALIFICATIONS**

**I. GENERAL**

This document is a part of the bid document and shall be completed in its entirety. Failure to complete and submit subject document may cause the bid/proposal to be considered non-responsive thus disqualified.

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Metropolitan Housing Alliance and/or its representative shall be entitled to contact each and every reference listed in response to this IFB, and each entity referenced in any response to any question in this document.

The Contractor, \_\_\_\_\_  
(Hereinafter "Contractor"), by completing this document, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the Owner.

- C. Only complete and accurate information shall be provided by the Contractor. The Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the MHA of any subsequent agreement between the MHA and the Contractor.
- D. The completed form is due in with each bid/proposal to MHA.
- E. This form, its completion by the Contractor, and its use by the MHA shall not give rise to any liability on the part of MHA to the Contractor or any third party or person.

**INVITATION FOR BID  
IFB# MHA-2021-04**

**II     GENERAL BACKGROUND**

A. CURRENT NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. PREVIOUS NAME OR ADDRESS OF CONTRACTOR, IF ANY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. CURRENT PRESIDENT OR CHIEF EXECUTIVE OFFICER:

\_\_\_\_\_

\_\_\_\_\_

YEARS IN THAT POSITION: \_\_\_\_\_

D. NUMBER OF FULL TIME EMPLOYEES:

\_\_\_\_\_

E. NAME AND ADDRESS OF CURRENT AFFILIATED COMPANIES  
(PARENT, SUBSIDIARY, DIVISIONS):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INVITATION FOR BID**  
**IFB# MHA-2021-04**

**III. REFERENCES**

Please provide **three (3)** business references, which currently use or have used lawn care services from your company for at least the last three years for services similar in size, type and scope to that described herein.

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

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

City and State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Years of Service: \_\_\_\_\_

**INVITATION FOR BID  
IFB# MHA-2021-04**

**IV. NUMBER OF VEHICLES IN FLEET:**

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**V. COMMENTS:**

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 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)

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

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

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

**5. Disputes concerning labor standards**

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

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

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

**6. Contract Work Hours and Safety Standards Act**

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

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

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

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

## **7. Subcontracts**

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

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

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

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**NON-COLLUSIVE AFFIDAVIT**

JOB NO. \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, BEING FIRST DULY SWORN, DEPOSES, AND SAYS:

That he is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached bid: that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Metropolitan Housing Alliance or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Partner's Signature

\_\_\_\_\_  
Partner's Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_.

# Certification Regarding Debarment and Suspension

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

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

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

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

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

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

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

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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



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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

# SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN SELF CERTIFICATION FORM

The vendor represents and certifies 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 fifty-one (51%) 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 fifty-one (51%) owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51% 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, please identify the minority group member: \_\_\_\_\_.

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
Principal Title

\_\_\_\_\_  
Date

Subscribed and sworn to before mw this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Date

My Commission expires \_\_\_\_\_

# FULL DISCLOSURE STATEMENT

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

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers and commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

**The undersigned certifies that, I, nor any members of my immediate family does not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:**

- 1) Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
- 2) Personal interest – meaning 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 MHA and members of their immediate families.
- 3) Employment or services rendered as a member, official or officer of MHA.

## Sole Proprietorships

## Partnerships

## Corporations

\_\_\_\_\_  
Owner                      Date

\_\_\_\_\_  
Partner                      Date

\_\_\_\_\_  
President                      Date

\_\_\_\_\_  
Partner                      Date

\_\_\_\_\_  
Vice President                      Date

\_\_\_\_\_  
Partner                      Date

\_\_\_\_\_  
Secretary                      Date

\_\_\_\_\_  
Notary                      Date

My Commission Expires: \_\_\_\_\_

Vendors having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director and/or Board Liaison of the MHA. All full disclosures must be presented on Vendor's letterhead, notarized and signed by the individual making the disclosure.

### **WARNING**

**All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.**