525 South Lawrence Street
Montgomery, Alabama 36104

REQUEST FOR PROPOSALS (RFP) 2021-03

PHA-Wide Landscaping and Lawn Maintenance Services

DATE ISSUED:	**Thursday, July 22, 2021**
TYPE OF PROJECT:	The Montgomery Housing Authority ("MHA") is seeking proposals from qualified individuals and/or companies to provide PHA-Wide Landscaping and Lawn Maintenance Services.
CONTACT PERSON:	Sheila Brown, Procurement/Contract Administrator sbrown@mhatoday.org
PRE-SUBMISSION CONFERENCE:	**Thursday, August 5, 2021 at 9:30 am (CST)** Montgomery Housing Authority 525 S. Lawrence Street Montgomery, AL 36104
LAST DAY FOR QUESTIONS:	**Thursday, August 12, 2021 at 3:00 p.m. (CST)**
SUBMISSION DEADLINE:	**Thursday, August 19, 2021 at 12:00 p.m. (CST)**
SUBMISSION ADDRESS:	Sheila Brown, Procurement/Contract Administrator Montgomery Housing Authority 525 South Lawrence Street Montgomery, Alabama 36104

Separate sealed proposals will be accepted at the MHA's, Procurement/Contract Office, 525 South Lawrence Street, Montgomery, Alabama 36104, until the date and time noted above. Proposals will be held in confidence and not released in any manner until after contract award.

The responsibility for submitting a response to this RFP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

Copies of this RFP are available by visiting MHA's website at www.mhatoday.org/procurement, visiting the Housing Agency Marketplace at https://ha.internationaleprocurement.com , picked up at MHA's procurement office located at 525 S. Lawrence St., Montgomery, AL 36104 or can be requested in writing by emailing Sheila Brown at sbrown@mhatoday.org.

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PART I – GENERAL INFORMATION

1.1 Introduction

The Montgomery Housing Authority (MHA) is soliciting competitive proposals from qualified companies and/or individuals with a documented track record of providing the required services through a formal Request for Proposal (RFP) process. Proposals should demonstrate detailed plans on how the respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with MHA. Finally, the proposal should include evidence of the respondent's previous experience and qualifications relative to the provision of such services.

1.2 Purpose

The Montgomery Housing Authority (MHA) is seeking proposals from qualified individuals and/or companies to provide landscaping and lawn services agency wide.

1.3 Method of Solicitation

MHA is soliciting competitive proposals from qualified companies and/or individuals with a documented record of accomplishments of providing the required services, preferably for public housing authorities or other agencies through a formal RFP process.

1.4 Obtain Copies of this Solicitation

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the MHA's website at: www.mhatoday.org/procurement
2. Requesting via email to sbrown@mhatoday.org
3. Visiting the Housing Agency Marketplace at: https://ha.internationaleprocurement.com
4. Copies may also be picked up in person at:

Montgomery Housing Authority
Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104

PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Submission of Proposals

Respondents should submit **one (1) original, one (1) hard copy and one (1) electronic device copy or electronic submission** of their proposal. The original submission shall be dated and signed by an authorized official of the company. Proposals must be submitted in a ***sealed envelope*** that shows the company's name and address, and **clearly** written on the outside of the sealed envelope must be the words **"Landscaping and Lawn Services – (RFP 2021-03) – Thursday, August 19, 2021 at 12:00 p.m. (CST)". The electronic device must be labeled with the RFP number 'RFP 2021-03' and the individuals/company name and shall be enclosed in the sealed envelope with the hard copies. If submitting an electronic submission as opposed to the electronic device, the submission shall include the RFP number and title 'RFP 2021-03 Landscaping and Lawn Services.** The electronic proposal

must contain the same information as required with the original and copy submissions and must be complied as one single document (no individual pages). The electronic proposal shall be emailed by the submission date and time to sbrown@mhatoday.org.

Proposals received after the deadline date and time **may be** determined unacceptable. Refer to form **HUD 5369-B, Section 6,** regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with MHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

2.2 Interpretation/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, at least by the last day for questions date and time to: Email: sbrown@mhatoday.org.

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, MHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, MHA will issue an addendum to the RFP setting forth the nature of the modification(s). MHA will email (or send via regular postal mail or fax upon written request) any addenda to Respondents of this RFP solicitation. Interested parties may also view addenda on MHA's website www.mhatoday.org, requesting from the Procurement Department, Sheila Brown, sbrown@mhatoday.org or visiting the Housing Agency Marketplace at ha.internationaleprocurement.com. It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFP.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. All copies of the submittal must be identical in content and organization. The format of the respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, licenses, bid bond and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in completed form at MHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time may not be accepted and could potentially be returned unopened to the originator.

MHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

MHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of similar nature. MHA also reserve the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept, unopened until the closing date and time. Proposals received after the closing date and time may not be considered. MHA's Evaluation Committee, appointed by the President/CEO, will evaluate all proposals properly received.

The Evaluation Committee will analyze proposals within the 180 days of the date and time due and make a recommendation for award of contract or not to award, to the MHA President/CEO.

2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by MHA prior to the contract award.

2.9 Award of Contract

Contract shall be awarded to the Respondent submitting a proposal according to the evaluation criteria contained herein, provided the proposal is in the best interest of MHA. MHA reserves the right to interview/demonstration one or more respondents whose submittals are evaluated above the acceptable 85 points as detailed in Section 5.1 Proposal Evaluation/Contract Award. MHA also reserves the right to submit additional questions to one or more respondents whose submittals are evaluated above the acceptable 85 points as detailed in Section 5.1 Proposal Evaluation/Contract Award. These questions maybe posed to respondents before or after being interviewed/demo. The Respondent to whom the award is made will be notified at the earliest practical date. MHA reserves the right, for its benefit, to award one or multiple contracts for portions of the work, determined by MHA, that is set forth in the Scope of Services, to one or multiple vendors.

2.10 HUD Debarment and Suspension List

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally

structured are, or will be, legal and binding under the Alabama State Law and the City of Montgomery, Alabama.

2.12 Cost Borne by Respondent

All cost related to the preparation of this RFP and any related activities are the responsibility of the Respondent. MHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best Available Data

All information contained in this RFP is the best data available to MHA at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and MHA assume no liability for any errors or omissions.

2.14 Contact with MHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with MHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses/Insurance and Bid Bond

The proposer must include a cashier check or bid bond payable to the MHA in the amount of not less than five (5) percent of the proposed cost, but not more than $10,000.00, and must be submitted with the proposal under **Tab 4 Proposed Services**. Successful proposer will be required to furnish and pay satisfactory Performance and Payment Bonds equal to the amount of the contract.

BONDING: All non-cash Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better. Payment & Performance Bonds shall be provided within ten (10) days after Contract execution by both parties.

2.15.1 Bid Bond: MHA requires a Bid Bond for this proposal in the amount of 5% of the proposed cost. The Bid Bond shall be submitted with the Proposed Services under Tab 4 with the original copy of the submittal only.

2.15.2 Performance Bond: The Contractor must provide MHA a 100% Performance Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA within ten (10) days of contract execution, then the Contractor shall be in breach of contract.

2.15.3 Payment Bond: The Contractor must provide MHA a 100% Payment Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA within ten (10) days of contract execution, then the Contractor shall be in breach of contract.

Copies of all licenses must be current and submitted in the original proposal to conduct business in the City of Montgomery and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract.

Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlined) and the MHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage	$1,000,000 each occurrence
General Liability Coverage	$1,000,000 each occurrence
Comprehensive Automobile Liability Coverage	$1,000,000 each occurrence

Worker's Compensation with Statutory Limits of the State of AL (regardless of size of company)

2.16 Respondent Responsibilities

Each Respondent is presumed by MHA to have thoroughly studied this RFP and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against MHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against MHA or MHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of MHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

2.18 Davis Bacon Wage Determination

The Respondent must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL20210129, dated January 1, 2021. A copy of that decision is attached to the RFP package. In addition, certified weekly payroll forms will be required.

2.19 Section 3 Compliance

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

   The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

B. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PART III – SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	**1**	**Form of Proposal.** This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	**2**	***Form HUD-5369-C Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Non-Collusive Affidavit and Form HUD 2530 Previous Participation Certification***. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	**3**	**Profile of Firm Form.** This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal. The Respondent must complete this form for every subcontractor it intends to utilize for these services.
3.1.4	**4**	**Proposed Services, Bid Bond, Cost Proposal Form and Additional Pricing.** The proposer shall include the bid bond, cost proposal form, detailed breakdown of cost per property and additional pricing for hydro seeding under this tab. The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the Scope of Work listed in the preceding Section Part IV herein, including, but not limited to:
3.1.4.1		The proposer's **DEMONSTRATED UNDERSTANDING** of the **AGENCY'S REQUIREMENTS**.
3.1.4.2		The **APPROPRIATENESS** of the **TECHNICAL APPROACH** and the **QUALITY** of the **SERVICES PROPOSED.**
3.1.4.3		The proposer's **TECHNICAL CAPABILITIES** (in terms of personnel) and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein).
3.1.4.4		The proposer's **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality control program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the company provides.
3.1.4.9		**Proposed Engagement Letter.** A copy of the proposer's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider

		including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
3.1.5	**5**	**Managerial Capacity/Financial Viability/Staffing Plan.** The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the, ***Profile of Firm Form***. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the company (including a current organizational chart). **The Proposer shall include a detailed listing of lawn servicing equipment (number, make, model, type and year)**
3.1.6	**6**	**Client Information.** The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
3.1.7	**7**	**Equal Employment Opportunity/Supplier Diversity.** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.8	**8**	**Subcontractor/Joint Venture Information.** The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	**9**	**Section 3 Business Preference Documentation.** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Submittal Form, Section 3 Business Preference Certification Form and any documentation required by that form.
3.1.10	**10**	**Davis Bacon Wage Rates, Other Information.** The proposer will acknowledge that they have read and understand the requirements of the Davis Bacon Wage Rates. The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation. **The Proposer**

		shall include any licenses and/or certifications pertinent to the services.
3.1.11	**No Information Placed under a Tab.** If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.	
3.1.12	**Proposal Submittal Binding Method.** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.	

3.2 Proposal Cost

The Respondents shall provide a firm total cost on the **Cost Proposal Form** attached hereinto to the solicitation and shall be placed under **Tab 4 Proposed Services**. Respondents shall also provide a detailed itemized breakdown of firm total cost. This information shall be placed as a separate page under **Tab 4 Proposed Services**. The Respondent shall include a schedule of services as well as detailed cost per property per service that includes frequency. The Respondent shall include the schedule of services and cost detail as separate page under **Tab 4 Proposed Services.**

Additional Pricing: The Respondent shall also include under **Tab 4** separate pricing per acre for hydro seeding (this pricing shall not be included in the proposed cost but as additional pricing).

3.3 Required Certifications/Forms

Each proposal shall contain a copy of the following HUD forms, which are attached and may be downloaded from the Procurement page of the MHA website: www.mhatoday.org.

	Section 3 Submittal Form
	Form of Proposal
	Profile of Firm Form
	Non-Collusive Affidavit
	Bid Bond
	Cost Proposal Form
Form HUD-5369-B	Instructions to Offerors – Non-Construction
Form HUD 5369-C	Certifications and Representations of Offerors – Non-Construction Contract
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal Transactions
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART IV - SCOPE OF SERVICES

The Montgomery Housing Authority ("MHA") is seeking proposals from qualified individual(s) and/or companies to provide landscaping and lawn maintenance services agency wide. Please see **Exhibit A-Scope of Work** attached hereto.

Contract Terms

MHA is offering a three (3) year contract in one-year increments, each at the MHA's discretion. MHA reserves the right, for its benefit, to award one or multiple contracts for portions of the work, determined by MHA, that is set forth in the Scope of Services, to one or multiple vendors.

PART V – PROCUREMENT PROCESS

5.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

a. The evaluation process will be used to determine the company that will comprise the short list, from which final selection for contract award will ultimately be made.

   (1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee.

   (2) Each member of the Evaluation Committee will score each proposal and/or provide a consensus.

   (3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 5.2.

   (4) The results of the evaluation, of both technical and cost proposals, will be used to determine those proposals to be considered in the competitive range.

   (5) Proposals will be considered acceptable if they have a minimum score of 85 points and above.

   (6) The Authority may request that proposers, whose submittals are above the minimum score of 85 points to make oral presentations (i.e. interviews/demos) concerning their qualifications to the Authority's Evaluation Committee. The Authority reserves the right to interview one or more respondent(s).

   (7) Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.

   (8) Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by MHA will result in disqualification of Respondents proposals.

b. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

c. MHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation criteria stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFP.

5.2 Evaluation Criteria

Respondent must include the required information as outlined in 'Submission Requirements', attached hereto as Exhibit B.

a. Staffing and Qualifications: 30 Points

(1) Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.

(2) Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload

b. Relevant Experience and Past Performance: 25 Points

(1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date.

(2) Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP.

(3) Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.

c. Respondent's Approach/Engagement Related to the Scope of Service: 25 Points

(1) The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.

(2) Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe, if applicable.

d. Proposal Cost: 20 Points

(1) Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals.

(2) Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to MHA.

Additional Points:

Disadvantaged Business Enterprise (DBE): 5 Points
Section 3 Participation Plan: 5 Points

(1) The level of Disadvantage Business Enterprise (DBE) and Section 3 participation will be evaluated through an assessment of action plans and participation schedules submitted.

(2) Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that MHA's state participation goals, in terms of DBE and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.

5.3 Summary of Evaluation Criteria

Evaluation Criteria	Points
Technical:	
Organizational Capacity	30 Points
Relevant Experience and Past Performance	25 Points
Respondent's Approach/Engagement Relative to the Scope of Service	25 Points
Proposal Cost	20 Points
Total	**100 Points**
ADDITIONAL POINTS:	
DBE Participation Plan	5 Points
Section 3 Participation Plan	5 Points
Total	**10 Points**
Total Possible Points	**110 Points**

The Montgomery Housing Authority

525 South Lawrence Street
Montgomery, Alabama 36104

REQUEST FOR PROPOSALS (RFP) 2021-03

PHA-Wide Landscaping and Lawn Maintenance Services

COMPANY COST FORM

TYPE OF PROJECT: The Montgomery Housing Authority ("MHA") is seeking proposals from qualified individuals and/or companies to provide PHA-wide Landscaping and Lawn Maintenance Services.

DATE ISSUED: **Thursday, July 22, 2021**

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

PRE-SUBMISSION CONFERENCE: Thursday, August 5, 2021 @ 9:30 a.m. (CST)

LAST DAY FOR QUESTIONS: Thursday, August 12, 2021 @ 3:00 p.m. (CST)

SUBMISSION DEADLINE: Thursday, August 19, 2021 @ 12:00 p.m. (CST)

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINIUMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME: _____

BY: _____
Signature Written Name Title Date

ADDRESS: _____
Street / POB City State ZIP

PHONE: _____ FAX: _____ EMAIL: _____

Exhibit A-Scope of Work for Lawn and Landscaping Maintenance

Properties to be serviced:

MHA Central Office - 525 South Lawrence St., Montgomery. AL
The Terrace - 1301 Adams Avenue, Montgomery, AL
Parks Place – 660 Cleveland Ct., Montgomery, AL
Victor Tulane Gardens - 1101 Victor Tulane Circle, Montgomery, AL
Paterson Court - 609 Winnie Street, Montgomery, AL
Gibbs Village West - 2025 Terminal Road, Montgomery, AL
Gibbs Village East - 1701 Terminal Road, Montgomery, AL
Lister Hill-1000 Adams Ave., Montgomery, AL (vacant lot-1.05 acres+)
Centennial Hill Phase III (near 515 Percy Drive) - Montgomery, AL (vacant lot-4.92 acres)
Highland Gardens-(corner of Highland Ave. and High St.) – Montgomery, AL (vacant lot)

Services provided:

SEQUENCING AND SCHEDULING

- Contractor shall coordinate with MHA to arrange a schedule of services and shall continue coordination at intervals set forth by MHA.
- MHA shall diligently endeavor to facilitate the selected Contractor's work by providing reasonable access to all work areas.
- MHA shall facilitate the selected Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the selected Contractor can conduct both regular, scheduled maintenance and any special service(s).
- MHA shall assure the selected Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.
- The selected Contractor shall be responsible for all aspects of lawn and landscape maintenance during the term of the agreement. These services shall always be carried out by trained service technician(s).

TURF MAINTENANCE

- Lawns shall be mowed weekly at Gibbs Village East, Gibbs Village West, and Tulane Gardens, and bi-weekly at Central Office, The Terrace, Parks Place and Paterson Court at the appropriate height to keep a neat appearance. Considering the topography, Contractor shall use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- Excessive clippings shall be collected and removed from the job site at the end of each visit. Clippings shall not be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care shall always be taken when operating around fixtures to prevent damage to them.
- Edging and trimming along bed edges and tree wells shall be done to keep a neat appearance.

- Hard edging shall be mechanically along curbs and walkways. Concrete/asphalt cracks, walkways, pavement edges, sidewalks, AC units, utility equipment, fence lines and other areas of undesirable vegetation, at set intervals, shall be treated with a non-selective herbicide to control weeds.
- Edging that cannot be addressed during regular visits, due to vehicle obstructions, shall be discussed with MHA to achieve a solution.
- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the selected Contractor's knowledge and needs of the area. Fertilization should occur at a minimum of four (4 times) a year or at Contractor's discretion during the following times: Early Spring (February), Late Spring (March), Summer (August) and Fall (November). This applies to properties with Bermuda turf not field grass.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary. This applies to applicable lawns.
- During routine maintenance visits, the selected Contractor shall be responsible for removing trash and debris from the property.
- Curbs and sidewalks shall be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- Heavy accumulations of sand, gravel, or leaves shall be removed with a shovel or broom if blowers provide unsatisfactory results.
- Soil surfaces shall be raked smooth and cultivated regularly.
- Vines shall be trimmed neatly against supporting structures and kept within bounds
- Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- Sign faces and windows shall be kept clear of encroaching growth.
- Mulch/pine straw all areas as needed to enhance curb appeal or at a minimum twice in the Spring and twice in the Fall.
- Perform flower bed maintenance to include replacement of flowers as needed. Replacement of flowers in all areas but not limited to outside of office building and around community signs.
- Replace pine straw and/or mulch flower beds, trees, and shrubbery as needed to maintain curb appeal.

TREE AND SHRUB MAINTENANCE

- All plant and tree material shall be pruned in a manner to provide a neat natural appearance (at a minimum of four (4) feet high).
- Limbs that obstruct buildings, walkways or vehicular traffic shall be removed.
- Shearing and selective pruning techniques shall be left to the discretion of the selected Contractor.
- Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
- All formal hedges shall be sheared to maintain desired shape and height.
- Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
- Dead or damaged portions of plants shall be removed whenever possible.

- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- The selected Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to MHA. When insect and/or disease problems are detected, legally approved chemicals shall be used to treat the problem.
- Deep cut selective pruning and hard cutbacks shall be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
- All mulched shrub beds, maintained natural areas and walking paths, shall be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall shall be removed by hand and disposed of. Weeds less than 2" tall shall be treated with legally approved post-emergence herbicides.
- All pruning debris shall be the responsibility of the selected Contractor.
- No debris shall be disposed of on-site without the expressed permission of the customer.

GROUND COVER & BEDS

- Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
- Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended.
- Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
- Soil surfaces shall be raked smooth and cultivated regularly.
- Vines shall be trimmed neatly against supporting structures and kept within bounds.
- Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- Sign faces and windows shall be kept clear of encroaching growth.
- Mulch all areas as needed.
- Perform flower bed maintenance to include replacement of flowers as needed. Replacement of flowers in all areas but not limited to outside of office building and around community signs.
- Replace pine straw and/or mulch flower beds, trees, and shrubbery (as needed).

IRRIGATION SERVICES (Central Office, Parks Place, The Terrace & Victor Tulane Gardens)

- Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and ensure proper time clock operations; this includes monitoring the irrigation sprinkler system to ensure watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be

programmed according to seasonal requirements ensuring all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings. The sprinkler system will be checked after each mowing for any damage; damages which occur as a result of the selected Contractor's own labor, shall be repaired by the selected Contractor at the selected Contractor's expense, within 48 hours.

- The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the Owner. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the Owners' expense, if approved.
- Contractor shall present repairs and maintenance requirements to MHA immediately. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week.
- Contract also includes a system start-up and winterization.

EXTERIOR COLOR MAINTENANCE

- Dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance
- Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.
- Contractor shall be responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- Contractor shall arrange for and oversee watering of the planters and un-irrigated beds.
- Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management **(IPM)** strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers.
- Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.
- Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by MHA prior to replacement installation.

OTHER SERVICES

- All fence lines at all properties listed herein shall be trimmed and kept free of debris
- Spring Clean-Up shall be included in the pricing and performed as follows: includes but is not limited to leaf removal from all beds, turning flower beds as appropriate, removal of winter wrapping and removal of sand and gravel from beds and lawns.
- Fall Clean-Up shall be completed in late fall after all leaves have fallen from the trees in the area. Fall Clean-up shall be included in the pricing and performed as follows: includes, but is not be limited to leaf removal from all areas of the property, removal of all dead annual, cutting back of perennial plantings appropriately, wrapping trees to prevent sunscald, covering of beds necessary to protect plants.

- Erosion issues will be noted and options for correction will be provided by Contractor.
- Vacant lots Lister Hill, Centennial Hill, and Highland Gardens shall be cut monthly or as needed to ensure a clean and well-groomed appearance in order to mitigate City of Montgomery Notices or community/resident complaints.

The Contractor shall maintain a clean and well-groomed landscape at all properties listed herein. General maintenance of each property shall be serviced no less than twice monthly at all properties. Contractor shall manage the frequency of the cuts and service of each property to ensure it is always kept in a clean and well-groomed appearance. In addition, the Contractor shall provide MHA with an annual scheduled service per property before beginning this contract.

BID BOND

BOND NO._____

KNOW ALL BY THESE PRESENTS, that we_____ _____as Principal, hereinafter called the Principal, and _____ _____(Bonding Company), a corporation duly organized under the laws of the State of Alabama as Surety, hereinafter called the Surety, are held and firmly bound unto the Montgomery Housing Authority (MHA) for the sum of $ _____ Dollars ($_____), for the payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for_____ _____

NOW, THEREFORE , if the Montgomery Housing Authority shall accept the bid of the Principal and the Principal shall enter into a contract with the MHA in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the MHA, the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the MHA may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Request for Proposals then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ , 20 _____.

_____
Principal

_____ _____
Witness Title

_____
Bonding Company

_____ By: _____
Witness Attorney in Fact

Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104
Telephone 334-206-7130 | fax 334-206-7196

Cost Proposal Form

PHA Wide Landscaping and Lawn Maintenance Services
RFP 2021-03

To:_____Date: _____
(Awarding Authority)

In compliance with your Advertisement for RFPs and subject to all the conditions thereof, the undersigned,

From: _____
(Legal Name of Respondent)

hereby proposes to furnish all labor and materials and perform all work required for the performance of

_____
(Project Title)

The Respondent, which is organized and existing under the laws of the State of_____,

having its principal offices in the City of_____, is

☐ a Corporation ☐ a Partnership ☐ an individual ☐ (other)_____.

LISTING OF PARTNERS OR OFFICERS: If Respondent is a Partnership, list all partners and their addresses; if Respondent is a Corporation, list the names, titles, and business addresses of its officers:

_____
_____
_____
_____

BIDDER'S REPRESENTATION: The Respodent declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications, if applicable, (including all Addenda received) for the Work and the other RFP and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Respondent acknowledges receipt of Addenda Nos._____ through___inclusively.

FIRM COST: For landscaping and lawn maintenance services complete as shown and specified, the sum of
_____Dollars

($_____)

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included		Submittal Item (one original signature copy of each document)
		Form of Proposal
		form HUD-5369-C
		Profile of Firm Form
		Proposed Services
		Managerial Capacity/Financial Viability, including resumes
		Client Information
		Equal Employment Opportunity Statement
		Subcontractor/Joint Venture Information
		Section 3 Business Preference Documentation
		Other Information

(2) SECTION 3 STATEMENT. Are you claiming a Section 3 business preference? Yes ☐ No ☐ If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? _____.

(3) Debarred Statement. Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?
Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(7) Proposer's Statement. The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

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:]

Certifications and Representations of Offerors
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) 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)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Payments to Influence Federal Transactions

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

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 subrecipients 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)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official	Title

Signature	Date
X	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		**2**. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4**. Number of Units or Beds	**5**. Section of Act	**6**. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	**8 Role of Each Principal in Project**	**9. Expected % Ownership in Project**	**10. SSN or IRS Employer Number**

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	**Signature of Principal**	**Certification Date(mm/dd/yyyy**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experienceò**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation			6. Last MOR rating and Physical Insp. Score and date
				Yes	**No**	**If yes, explain**	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions ï The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. ***All previous projects must be listed or your certification cannot be processed.*** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

PROFILE OF FIRM

525 South Lawrence Street
Montgomery, Alabama 36104

(This Form must be fully completed and placed in the submittal.)

PRIME_____ SUB-CONTRACTOR _____
(Proposer must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

(1)Name of

Vendor:_____

(2)Address, City, State, Zip:_____

(3)Telephone: _____ Fax:_____

Email:_____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

□ Caucasian American (Male) _____%	□ Public-Held Corporation _____%	□ Government Agency _____%	□ Non-Profit Organization _____%

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

□ Resident-Owned _____%	□ African American _____%	□ Native American _____%	□ Hispanic American _____%	□ Asian/Pacific American _____%	□ Asian/Indian American _____%

□ Woman-Owned (MBE) _____%	□ Woman-Owned (Caucasian) _____%	□ Disabled Veteran _____%	□ Other (Specify) _____%

WMBE Certification Number:_____

Certified by:_____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No._____

(6) Business License No. _____ State_____

(7) General Liability Insurance Carrier:_____

Policy No._____ Expiration Date_____

(8) Worker's Compensation Insurance Carrier:_____

PROFILE OF FIRM

Policy No._____ Expiration Date_____

(9) Professional Liability Insurance Carrier:_____

Policy No._____ Expiration Date_____

(10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? □ Yes □ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

(11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA? □ Yes □ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

(12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

(13) **Verification Statement**: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.

(14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to $300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

_____ _____

Signature Date

_____ _____

Printed Name Title

PROFILE OF FIRM

Client Reference Form

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the MHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client's name
- Client's contact name
- Client's telephone number
- A brief description and scope of the service(s) and the dates the services were provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	**Dates Provided**

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	**Dates Provided**

Section 3 Business Preference Submittal Form

1.0 <u>Introduction.</u> This form must be fully completed, accompanied by all required attachments, for any proposer claiming a Section 3 Business Preference (hereinafter, "Preference").

1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.

1.2 Each proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.

1.3 The proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the proposer to include any such required attachment fully explaining the claim of the proposer shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).

2.0 <u>Current Section 3 Status.</u> The undersigned proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the proposer has attached justifying documentation for each item following marked with an "X"):

2.1 _____It is 51% or more owned by a Section 3 resident(s):

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

2.2 _____At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

[Table No. 2]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any documentation showing proof of the receipt of public assistance.

2.3 _____He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table No. 3]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	$	%
	$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number) or any other documentation showing proof of receipt of public assistance.

3.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

[Table No. 4]

Priority Claimed (Mark "X")	Max Point Value	Factor Type	Factor Description
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 10 points awarded).
	10 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	10 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	10 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

4.0 The undersigned proposer hereby declares:

4.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

4.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

4.2.1 NOT award the proposer a Preference; and

4.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the proposer knows to be untrue), declare such proposer to be nonresponsive and not allow the proposer to receive an award.

4.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful proposer has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

SECTION 3 AND MBE PRE-AWARD COMPLIANCE CERTIFICATION	Housing Authority of the City of Montgomery 525 South Lawrence Street Montgomery, Al 36104

1. Contractor Name & Address (street, city, state, zip):	2. Contract Number and Description:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here) ☐

The employment and training component of section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Montgomery Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

Instructions: Complete items A, B and C and adjoining worksheet

A. Total Number of Current Employees? _____

B. Total Number of Anticipated New Hires & Trainees? _____

C. Total Number of Section 3 New Hires & Trainees? _____
(the established goal is 30% of Line B)

Adjoining worksheet

(A) Job Category	(B) Number of anticipated new hires and trainees	(C) Number of column (B) that will be Section 3 residents
Professional		
Technical		
Office/Clerical		
Construction by Trade (list)		
Other (List)		
Total		

Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here) ☐

The contracting component of section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services, and supplies to the Montgomery Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.

D. Total dollar amount of all sub-contracts anticipated for this project? $_____

Applies to construction contracts only:
E. Total amount of anticipated Section 3 sub-contract awards? $ _____
(The established goal is 10% of Line D)

Applies to professional service contracts and suppliers:
F. Total amount of anticipated section 3 sub-contract awards? $ _____
(The established goal is 3% of Line D)

Applies to all contracts:
G. Total amount of anticipated minority-owned business contract awards? $
(The established goal is 20% of Line D) A minority-owned business is an entity that is 51% owned or controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

Part III: Certification

As a duly authorized representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all sub-contracts.

Signature:	**Print Name and Title**	**Date**

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder/Respondent)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is _____, (a partner of officer of the firm of, etc.) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said respondent/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent/bidder or person, to put in a sham bid/cost or to refrain from bidding or submitting cost proposal, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid/cost price of affiant or of any other respondent/bidder, or to fix overhead, profit or cost element of said bid/cost price, or of that of any other respondent/bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

_____

(Respondent/Bidder, if the respondent/bidder is an individual; Partner, if the respondent/bidder is a partnership; Officer, if the respondent/bidder is a corporation)

Subscribed and sworn to before me this

_____ Day of _____, 20_____

My commission expires_____, 20_____

"General Decision Number: AL20210129 01/01/2021

Superseded General Decision Number: AL20200129

State: Alabama

Construction Type: Highway

County: Dale County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUAL2019-008 11/13/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 15.34	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 13.71	0.00
ELECTRICIAN.....	$ 20.41	7.49
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	$ 19.48	0.00
IRONWORKER, REINFORCING.....	$ 16.28	0.00
LABORER GRADE CHECKER.....	$ 15.89	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	$ 14.11	0.00
LABORER: Common or General.....	$ 11.29	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 15.44	0.00
OPERATOR: Asphalt Spreader.....	$ 15.65	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 15.64	0.00
OPERATOR: Broom/Sweeper.....	$ 11.37	0.00
OPERATOR: Bulldozer.....	$ 16.59	0.00
OPERATOR: Crane.....	$ 22.37	0.00
OPERATOR: Distributor.....	$ 15.10	0.00
OPERATOR: Grader/Blade.....	$ 17.22	0.00

OPERATOR: Loader.....$ 14.12 0.00

OPERATOR: Mechanic.....$ 17.97 0.00

OPERATOR: Milling Machine.....$ 15.54 0.00

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 17.01 0.00

OPERATOR: Roller.....$ 13.66 0.00

TRAFFIC CONTROL: Flagger.....$ 14.35 0.00

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 13.14 0.00

TRUCK DRIVER: Dump Truck.....$ 14.22 0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.72 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.88 0.00

TRUCK DRIVER: Water Truck.....$ 12.95 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"