



HOUSING AUTHORITY

of the City of Beaumont, Texas

INVITATION FOR BIDS
IFB NO. 16-001

The Housing Authority of City of Beaumont (HACB) hereby solicits bids from contractors offering to provide lawn care services in accordance with the specifications stated herein.

Any prospective bidder desiring any explanation or interpretation of the solicitation must request it at least seven (7) calendar days before the scheduled time for the bid opening. The request must be addressed to Joe Guillory, 1890 Laurel, Beaumont, Texas 77701. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation.

The bids must be enclosed in a sealed envelope and labeled as follows:

BID OFFERING TO PROVIDE LAWN CARE SERVICES

Vendor Name

INVITATION FOR BIDS NO. 16-001

DATE AND TIME THE BID IS DUE:

April 27, 2016 at 4:00 P.M. (local time)

ALL BIDS MUST BE ADDRESSED TO:

JOE GUILLORY

HOUSING AUTHORITY OF THE CITY OF BEAUMONT

1890 Laurel

BEAUMONT, TEXAS 77701

The bids must reach the HACB no later than **4:00 p.m. (local time) on April 27, 2016**. Bids received after the deadline will be rejected.

All bids received prior to the deadline shall be opened publicly and read aloud in the Boardroom of the HACB at **4:01 p.m.(local time) on April 27, 2016**. NO COMMITMENT WILL BE MADE TO ANY BIDDER AT THE BID OPENING.

The bids received prior to the deadline will be evaluated according to the evaluation criteria outlined in the HACB Procurement Policy and in this IFB. The contract will be awarded to the overall lowest, responsive and responsible bidder who meets the requirements of this Invitation for Bids.

Bids may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids without the consent of the Owner.

The HACB reserves the right to waive any informality and to reject any and all bids.

3-23-16

Date



Robert L. Reyna
Executive Director
Contracting Officer
Housing Authority of the City of Beaumont



HOUSING AUTHORITY

of the City of Beaumont, Texas

IFB#16-001
LAWN CARE SERVICES

Schedule

Solicitations
March 27, 2016 & March 30, 2016

Pre-Bid Meeting : N/A

Bid Due Date:
April 27, 2016; 4:00pm

Bid Opening:
April 27, 2016; 4:01pm

NO COMMITMENT WILL BE MADE TO ANY BIDDER AT THE BID OPENING.

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- Attachment B: M/WBE Participation
- Attachment C: Instructions to Offerors for Non-Construction (Form HUD-5369-B)
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- Attachment E: General Contract Conditions Non-Construction (Form HUD 5370-C)

1.0 PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT

The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). The HACB is a Public Housing Agency.

The property of the HACB is used for essential public and governmental purposes. The HACB and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HACB enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The HACB maintains contractual arrangements with the U.S. Department of Housing & Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. The HACB programs are federally funded along with low rent public housing funds, development grants and rental income.

2.0 SCOPE OF WORK

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

2.2 Mowing and Edging

All lawn areas, walks and curbs within the limits of the complex or individual property ("scattered sites" throughout Beaumont) shall be machine mowed and edged. Turf shall be mowed at a recommended height according to the type of season. All walks and parking lots shall be machine blown to remove grass clippings accumulated after each mowing cycle. If a sprinkler system exists, all heads in turf will be trimmed around to prevent any spray blockage or sprinkler head damage. All plumbing clean-out pipes and other utility devices that stick out of the turf shall also be trimmed around so as not to damage or block them. The contractor will be responsible for repair or replacement of any damage to property belonging to the Beaumont Housing Authority caused by the equipment used by contractor in mowing, edging or trimming. Contractor is not allowed to leave large clumps of dead grass on the grounds. Grass must be bagged and removed. All damages to resident personal property (flowers, fences, water hoses, vehicles, etc.) are the responsibility of the Contractor.

2.3 Monofilament Trimming

Grass around fences, clotheslines, power poles, guy-wire tie downs, trees, shrubbery and the perimeter of the buildings shall be trimmed.

2.4 Weed Eradication and Bed Cultivation

All bed areas shall be kept weed-free by monofilament trimming. Established ground cover beds shall not be disturbed. Occasionally, with the approval of the extra cost by the HACB, the contractor will replace the bark around trees and in flower beds. This will not be done every time the property is mowed and should NOT be included in the regular price. All bed edges are to be kept clean and Weed-free. All shrubbery shall be trimmed and pruned as needed to present a uniform appearance. All tree branches shall be trimmed eight feet above the ground. Contractor must keep fence and ditch clear of all weeds and small trees.

2.5 General Clean Up

All extraneous litter, including paper, will be removed prior to cutting the grass. All cuttings, clippings, etc. must be removed from the site.

2.6 Frequency Requirements

The Contractor shall provide lawn care services Monday through Friday, excluding holidays, **between the hours of 7:30 a.m. and 4:30 p.m.**

Lawn care services will be provided 22 times during the normal growing season of MARCH through OCTOBER, and 4 times during the non-normal growth season of NOVEMBER through FEBRUARY. A total of 26 times per annum per site.

3.0 GENERAL REQUIREMENTS

3.1 References

Contractor shall submit three (3) business references with contact person and telephone number. References shall be of owners of properties for work similar in size, type and scope to that described herein.

3.2 Qualifications

The selected contractor(s) must have 1 year minimum experience in lawn care maintenance for commercial and apartment properties.

3.3 Contractor Identification

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

3.4 Security Clearance

Development security procedures will be observed.

3.5 Lawn Care Service Log

Upon completion of each lawn care service the Contractor shall submit the service log to the property manager or working foreman for approval. Payments for services will not be issued without a signature.

Contractor shall provide the HACB Contract Administrator with a copy of the service log for each lawn care service on a monthly basis.

3.6 Compliance with Laws

The Contractor shall comply with all applicable environmental requirements in providing lawn care services to the HACB.

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

3.7 Safety

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

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

Contractor shall observe all safety precautions as not to damage or endanger tenants, employees, property or the public in general.

- 3.8** The bids submitted must remain open for a period of 90 days from the date of the opening of bids.
- 3.9** The bid prices shall be included in the bid. All prices shall be on a firm fixed price and are not subject to adjustment based on costs incurred.
- 3.10** All blanks in the bid package must be completed and the bid must be signed by the authorized representative.
- 3.11** Bids must be made in the form provided in the bid package.
- 3.12** Contractor shall only take directions from the HACB Contract Administrator. If the contractor’s actions cause an unapproved increase to the contract price, the contractor will be solely responsible for such an increase.
- 3.13** The HACB by written notice to the Contractor, at anytime during the term of the contract, may add or delete like or similar locations and/or services to the list of locations and/or services to be performed.
- 3.14** The HACB will only make payments to the contractor after completion and acceptance of all or any of the work by authorized HACB staff or agent thereof.

4.0 TRADE NAMES, CATALOGUE REFERENCES, STOCK OR PART NUMBERS, ETC.

Wherever in the specifications any materials or processes are indicated or specified by a patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words "or equivalent", if not so stated in the specifications herein.

The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

The HACB shall be the sole judge as to whether item(s) bid are equivalent to those specified.

5.0 CORRESPONDENCE

5.1 Requests for additional information related to this IFB shall be made in writing and directed to the HACB Purchasing Officer and must be requested at least seven (7) calendar days before the scheduled IFB due date. This will allow issuance of any necessary amendment to the IFB.

5.2 Any interpretation affecting all bidders made prior to the bid due date will be issued in the form of an amendment. This amendment will be posted on the BHA web site (www.bmtha.org) for easy access by all interested parties. The HACB will not be bound by or responsible for any other explanations or interpretations of this IFB package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACB or HACB representatives.

6.0 EVALUATION CRITERIA

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

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

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

NON PERFORMANCE: SUBSTANDARD SERVICE OR QUALITY WILL BE GROUNDS FOR TERMINATION OF THE CONTRACT.

7.0 SUBCONTRACT

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

8.0 PERMITS, CERTIFICATES, AND LICENSES

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

9.0 AVAILABILITY OF RECORDS

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

10.0 STANDARDS OF CONDUCT

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

11.0 REMOVAL OF EMPLOYEES

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

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the HACB.

12.0 SUPERVISION

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

13.0 CANCELLATION

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

14.0 COMPENSATION

The successful contractor must have the financial resources to complete the scope of work and services. Invoice payments shall be made on a monthly basis.

15.0 CONTRACT TERM

The HACB intends to execute a contract with the selected Contractor for a period of three (3) years contingent on availability of funds and satisfaction of service provided by contractor. The HACB, at its discretion, has the option to extend the contract for two (2) additional periods of twelve (12) months each.

16.0 AVAILABILITY OF FUNDS

In the event that funds necessary to finance this Contract become unavailable, HACB may cancel the contract by giving a seven (7) days notice in writing and the contract will thereafter be null and void. HACB shall be the final authority to determine whether funds are not available.

17.0 CONFLICT OF INTEREST

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

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

18.0 **INSURANCE**

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

Workers' compensation in accordance with the State of Texas rules and regulations.

General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply:

The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Contractor shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty- (30) day's prior written notice has been given to HACB.

19.0 **M/WBE PARTICIPATION:**

The Contractor agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by HACB as a certified M/WBE.

20.0 **USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENTS:**

In the event HACB has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying MBE/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

21.0 PERTINENT FEDERAL REGULATIONS NON-DISCRIMINATORY AND EQUAL OPPORTUNITY

Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity

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

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

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

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

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

INVITATION FOR BIDS NO. 16-001

BID DUE DATE: Wednesday, April 27, 2016, 4:00 P.M. (local time)

TO: PURCHASING OFFICER

We/I offer to provide lawn care services for the HACB developments and scattered sites homes at the prices listed below in accordance with the specifications stated herein.

I/We have understood the Instructions to Non-Construction Offerors and all its implications.

I/We understand the Certifications and Representations of Non-Construction Offerors contract required from me/us and I/We have certified by signing Form HUD-5369-C, that the information contained in these Certifications and Representations, is accurate, complete and current.

I/We agree to keep the bid open for a period of 90 days from the date of the opening of the bid.

ITEM #	PROPERTY NAME	# OF APTS.	PER CUT PRICE	ANNUAL PRICE
Note: Please provide "per cut" and annual cost for service <i>(26 times per year)</i>				
1.	LEXINGTON APTS 6195 N. Major Beaumont, TX 77707	152	\$ _____	\$ _____
2.	CENTRAL OFFICE 1890 Laurel Beaumont, TX 77701 <i>(this is an office building)</i>		\$ _____	\$ _____
3.	NORTHRIDGE MANOR 4155 Maida Beaumont, TX 77708	150	\$ _____	\$ _____
4.	SCATTERED SITES 4925 Concord Road Beaumont, TX 77708 <i>(this is the office address)</i> <i>(various locations; only vacant units will be mowed)</i>	162	\$ _____	\$ _____
5.	CONCORD HOMES 2020 Cottonwood Beaumont, TX 77703	100	\$ _____	\$ _____
6.	GRAND PINE COURTS 2835 Texas Ave Beaumont, TX 77703	94	\$ _____	\$ _____

7.	TRACEWOOD II 4925 Concord Rd Beaumont, TX 77708	53	\$ _____	\$ _____
8.	TRACEWOOD I Arthur Lane Beaumont, TX 77708	24	\$ _____	\$ _____

SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

1. Original and one (1) copy of the completed bid packages.
2. Contractor's and/or Bidder Information, Fact Sheet and Questionnaire (Attachment A).
3. Copy of insurance.
4. Debarment Certification
5. Conflict of Interest Questionnaire
6. M/WBE Participation (Attachment B)
7. References
8. Certifications and Representations of Offerors (HUD-5369C)

Date

Name of Bidder

Signature of Authorized Person

The Signature In Print

Business Address

Title

Phone Number

ATTACHMENT A

**CONTRACTOR'S AND/OR BIDDERS INFORMATION,
FACT SHEET AND QUESTIONNAIRE (IFSQ)**

GENERAL

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

I. INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

- B. The Housing Authority of the City of Beaumont and/or its representative shall be entitled to contact each and every reference listed in response to this IFSQ, and each entity referenced in any response to any question in this document.
The Contractor, _____
(Hereinafter "Contractor"), by completing this document, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the Owner.

- C. Only complete and accurate information shall be provided by the Contractor. The Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the HACB of any subsequent agreement between the HACB and the Contractor.

- D. The completed form is due in with each bid/proposal to the HACB.

- E. This form, its completion by the Contractor, and its use by the HACB shall not give rise to any liability on the part of the HACB to the Contractor or any third party or person.

II. GENERAL BACKGROUND

A. CURRENT NAME AND ADDRESS OF CONTRACTOR:

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

C. CURRENT PRESIDENT OR CHIEF EXECUTIVE OFFICER:

YEARS IN THAT POSITION:

D. NUMBER OF FULL TIME EMPLOYEES:

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

F. REFERENCES

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

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

G. NUMBER OF VEHICLES IN FLEET

III. COMMENTS

ATTACHMENT B

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The contractor agrees to subcontract with minority business enterprises and/or women owned business enterprises (herein called W/MBE) certified as such or recognized by HACB as a certified M/WBE.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HACB has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACB to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

CONTRACTOR

DATE

Note: This form must bear a signature.

***SAMPLE* FORMAT FOR RECORDKEEPING
ESTIMATED PROJECT WORK FORCE BREAKDOWN**

M/WBE PARTICIPATION

Job Category	Total Estimated Positions Needed For Project	No. Positions Occupied By Permanent Employees	Number of Positions Not Occupied	Number of Positions To Be Filled With M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS:				

*This form is a **SAMPLE**, for information purposes.*

Company

Project Name

SAMPLE

Person Completing Form

Date

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and