

**INVITATION FOR BIDS**

**IFB NO. 18-012**

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 an explanation or interpretation of the solicitation must request it *in writing* at least seven ***(7) calendar days before the scheduled time for the bid opening***. The request must be addressed to Paula Nicholas, Purchasing Officer, at 1890 Laurel, Beaumont, Texas 77701 or by email at nicholaspa@bmtha.org. 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 which will be posted on the web site [www.bmtha.org](http://www.bmtha.org) so all interested parties can have access to it.

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. 18-012**

**DATE AND TIME THE BID IS DUE:**

Dec 10, 2018 at 4:00 P.M. (local time)

**ALL BIDS MUST BE ADDRESSED TO:**

PAULA NICHOLAS

 PURCHASING OFFICER

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 Dec 10, 2018**. 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 December 10, 2018**. 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Bids may not be withdrawn for a period of ninety (90) days after the opening of bids without the consent of the Owner.

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

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

Date Robert L. Reyna

 Executive Director

 Contracting Officer

 Housing Authority of the City of Beaumont

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

**CONTENTS**

PAGE

1.0 Profile of the Housing Authority of the City of Beaumont 5

1. Specifications and Scope of Work 5
2. General Requirements 6
3. Trade Names, Catalogue References, Stock or Part Numbers Etc. 8

5.0 Correspondence 8

6.0 Evaluation Criteria 8

7.0 Subcontract 9

8.0 Permits, Certificates and Licenses 9

9.0 Availability of Records 9

10.0 Standards of Conduct 9

11.0 Removal of Employees 9

1. Supervision 9

13.0 Cancellation 10

14.0 Compensation 10

15.0 Contract Term 10

16.0 Availability of Funds 10

17.0 Conflict of Interest 10

1. Insurance 11
2. M/WBE Participation 11
3. Using Best Efforts to Fulfill M/WBE Requirements 11
4. Pertinent Federal Regulations with Regard to Nondiscrimination and 12

Equal Opportunity

22.0 Bid Form 13

###### ATTACHMENTS

Attachment A: Contractor’s and/or Bidders Information, Fact Sheet and

 Questionnaire (IFSQ)

Attachment B: M/WBE Participation

Attachment C: Instructions to Offerors for Non-Construction

 (Form HUD-5369-B

Attachment D: Certifications and Representations of Offerors for Non-

 Construction Contracts (Form HUD 5369-

 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, gasoline, equipment and maintenance of equipment, bags for removal of cuttings and trash, permits, and other items necessary to complete the work as stated herein.

* 1. **Mowing and Edging**

All lawn areas walk and curbs within the limits of the complex 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.

* 1. **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 to the height of eight feet above the ground.

**2.5 General Clean Up**

All 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 18 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 22 times per annum per

site.

1. **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.

* 1. **Qualifications**

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

* 1. **Contractor Identification**

Contractor’s staff must wear identification badges or uniforms while performing lawn care services on HACB property.

* 1. **Security Clearance**

Development security procedures will be observed.

* 1. **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.

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

**3.6** **Compliance with Laws**

The Contractor shall comply with all applicable environmental requirements as well as city ordinances 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.

1. **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 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, during 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.

1. **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](http://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 always provide adequate competent supervision 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 two (2) 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 three (3) 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, is 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 doing 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 based on 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.

**22.0 BID FORM**

**INVITATION FOR BIDS NO. 18-012**

**BID DUE DATE:** Friday, December 10, 2018, 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 ANNUAL

**PRICE PRICE**

**Note: Please provide “per cut” and annual cost for service** *(22 times per year)*

**1. LEXINGTON ON THE LAKE APTS 152 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

6195 N. Major

Beaumont, TX 77707

**2. CENTRAL OFFICE** N/A **$\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1890 Laurel

 Beaumont, TX 77701

 **(***this is an office building***)**

**3. NORTHRIDGE MANOR 150 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

4155 Maida

Beaumont, TX 77708

**4. SCATTERED SITES** N/A **$\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 *(various locations; only vacant units will be mowed)*

Beaumont, TX

**5. CONCORD HOMES 100 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2020 Cottonwood

**Beaumont, TX 77703**

**6. THE CROSSING 150 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3795 E Lucas

**Beaumont, TX 77708**

**7. GRAND PINE CTS 94 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2835 Texas Ave

**Beaumont, TX 77703**

**8. POINTE NORTH APTS 168 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3710 Magnolia Ave

**Beaumont, TX 77703**

**9. REGENT I APTS 160 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1730 Maime St

**Beaumont, TX 77703**

**10. TRACEWOOD I & II 77 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

4925 Concord Rd

**Beaumont, TX 77708**

**11. N.R.C.**  N/A **$\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2850 Gulf St.

**Beaumont, TX 77703**

**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. Certifications and Representations of Offerors Non-Construction Contract (form HUD-5369-C).
5. M/WBE Participation (Attachment B)
6. References

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:**

###### 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.**

###### BIDDER’S PROPOSED *SAMPLE* MBE/WBE PARTICIPATION FORM

Bidder proposes to work with the following MBE/WBE participants:

**Name of MBE/WBE Certifying Entity Percent of**

**Participant (City/Metro/HISD) Total Work**

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

*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**