

Unison Housing Partners

Request for Proposals

RFP# 20-006, Landscape Maintenance Services
Unison Housing Affordable Communities



UNISON
HOUSING PARTNERS

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1.0 ABOUT UNISON HOUSING PARTNERS

Adams County Housing Authority dba Unison Housing Partners, serves Adams County residents for whom conventional housing is unaffordable. We assist individuals, families, seniors, and persons with disabilities throughout all of Adams County, including the rural and unincorporated areas. Our goal is to provide these households with quality, affordable housing options while supporting their efforts to achieve economic self-sufficiency.

The Housing Authority is an independent public corporation authorized by the State under the Colorado Revised Statutes §29-4-501. It is governed by a seven-person Board of Commissioners and is subject to the requirements of the Code of Federal Regulations CFR 2§200.317 - §200.326; Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and 40 CFR §247 Comprehensive Guidelines for Products Containing Recovered Materials. Unison is a body corporate and politic agency, which was officially organized in 1974 and has been an approved housing counseling agency since 1978 by the U. S. Department of Housing and Urban Development (HUD). Though brought into existence by a resolution of the Adams County Board of Commissioners, Unison is a separate entity and operates independently of the Adams County, Colorado government.

In keeping with its mandate to provide efficient and effective services and a safe environment, Unison is now soliciting proposals from qualified, licensed, and insured firms to provide services for Unison owned communities while remaining in compliance with State and local laws, federal regulations, guidelines and requirements. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined and any designated attachments within this document in its entirety.

2.0 RFP INFORMATION AT A GLANCE

UNISON CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@unisonhp.org
Q & A DEADLINE	All Questions are due – Tuesday, February 11th , 2020 by 2:00PM Questions <u>must be submitted in writing</u> on provided Request For Information form, Attachment A
SUBMISSION DEADLINE	Thursday, February 20th, by 2:00 PM M.S.T. Attn: Procurement Specialist Unison Housing Partners 3033 W. 71 st . Ave, Suite 1000 Westminster, CO 80030 Office hours: 8:00 AM to 4:00 PM, Monday through Friday
SUBMISSION REQUIREMENTS	All responses must be received prior to the bid deadline and include the following: <ul style="list-style-type: none">• Submit three (3) complete "hard copy" proposals in separate <u>three-ring binders with section divider pages, tabs extended and labeled</u>. Submissions will be received in-hand and time/date-stamped upon receipt. See Section 8.0, Proposal Format, for instructions. <u>AND</u>• One (1) unbound original <u>OR</u> one copy in electronic format, either CD disc or thumb drive.

3.0 UNISON’S RESERVATION OF RIGHTS:

- 3.1** Unison reserves the right to reject any or all proposals, to waive any formality in the procurement process, or to terminate this procurement process at any time, if deemed by Unison to be in its best interests.
- 3.2** Unison reserves the right not to award a contract pursuant to this RFP solicitation.
- 3.3** Unison reserves the right to terminate a contract awarded pursuant to this procurement, at any time for its convenience upon 10 days written notice to the successful responder(s) as further described in such contract.
- 3.4** Unison reserves the right to determine the days, hours, and locations that the successful responder(s) shall complete the work called for in this RFP.
- 3.5** Unison reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of Unison Procurement Specialist.
- 3.6** Unison reserves the right to negotiate the fees proposed by the proposed entity.
- 3.7** Unison reserves the right to reject and not consider any proposal that does not meet the requirements of this procurement, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 3.8** Unison shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.
- 3.9** Unison shall reserve the right to at any time during the procurement or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this procurement document and the attachments, each responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agrees that he/she will inform Unison in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Unison that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Unison, but not the prospective responder, of any responsibility pertaining to such issue.

4.0 INTRODUCTION:

The purpose of this RFP is to select a qualified and highly skilled firm to provide full service landscaping care and maintenance at each of our properties. Contract will have a contract period of one (1) year, with the possibility of up to four (4) optional 1 year renewals for a total of five years. Customer Service is of utmost importance to Union and for its residents. Contractor shall ensure that its personnel perform the required landscaping services on time and on schedule for each property. A full list of Unison properties is given in the Scope of Work in Attachment B. Contractor shall ensure that work is performed correctly to eliminate callbacks.

5.0 SCOPE OF WORK (SOW): The complete Scope of Work is found in **Attachment B** to this procurement.

6.0 COMPLIANCE: All items furnished must comply in all respects to the standards and regulations established by Federal and Colorado State Laws. Vendor must comply with all applicable standards,

orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Environmental Protection Agency regulations (40 CFR), and OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard (29 CFR 1910.1030).

7.0 PRICE AND FEE GUIDELINES:

- 7.1 Proposed Costs All-Inclusive:** All proposal amounts are inclusive of all related costs that the responder will incur during the execution of the contract, and must include all costs to the proposer.
- 7.2 Tax Exempt:** Unison is exempt from sales and use tax and as such, the pricing should take into consideration the tax ex-exempt nature of Unison.
- 7.3 Permit Fees and Inspections:** IF permit fees and inspections are connected with work resulting from this RFP, the contractor will be required to obtain any required permits and to ensure the completion of any inspections. Unison will reimburse, at cost, the permit fees.
- 7.4 Trip Charges:** Proposers may not include a per trip charge(s). Proposers will need to calculate transports to and from each location as part of their overall costs and include as part of the submission.
- 7.5 Additional Materials/Supplies/Equipment/Services:** It is possible that Unison will require additional materials/Supplies/Equipment/Services in support of the contract. In such cases, Unison and the Contractor will work together to achieve a mutually agreeable solutions and fees.
- 7.6 Contract Options and Renewals:** It is anticipated that Unison will initially award a contract to perform services or perform work for a period not to exceed one year. Unison reserves the right to extend the contract, not to exceed a period of five years, which include options for renewal or extension. Bidders shall include pricing for potential options for renewal of contract not to exceed four options.
- 7.7 Inspection of Records:** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the three (3) years following the expiration of termination of the contract. Files and documents related to installation at Unison properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon a twenty-four (24) hours written notice. If applicable, Unison has the right to review Contractor employee's personnel records as pertaining to the Contract.
- 7.8 Contractor Liability:** Damages caused by the Contractor or Contractor's employees while performing the services provided herein shall be the responsibility of the contractor and limited to the subsequent repair or replacement at owner's option of said damages or damaged property.
- 7.9 Davis-Bacon:** Davis-Bacon Wage Requirements are not required at this time. Owner does not intend to use financing that would trigger prevailing wage requirements.
- 7.10 Billing and Payments:** Contractor agrees to submit invoices monthly and no more than 30 days after completion of work. Unison payment terms are net 30, after receipt of invoice. Contractor agrees to submit invoices on a day of the month at Unison's choosing.

8.0 PROPOSAL FORMAT: Tabbed Proposal Submittal: All proposals submitted in response to this procurement must be formatted with the sequence noted below to be considered responsive. Each category must be separated by numbered index dividers, the number extending so that each tab can be located without opening the bid package, and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement Unison has published herein or has issued by addendum.

8.1 TAB 1: Required Unison Attachments: The following attachments must be fully completed, signed, and submitted under Tab 1.

8.1.1 Profile of Firm: Attachment C. This 2 page form must be fully completed and submitted under Tab 1. Please indicate if the firm is a MBE or WBE.

8.1.2 Joint Ventures: Joint Ventures will not be considered for any contract resulting from this RFP.

8.1.3 Subcontractors: The bidder selected for final award will be required to submit a “Profile of Firm” form for any subcontractor performing 10% or more of the work.

8.2 TAB 2: Affidavits and Certifications: These one page forms must be fully completed and submitted under Tab 2.

8.2.1 Contractor’s Certification of Compliance: Attachment D must be submitted under Tab 2.

8.3 TAB 3: Required HUD Forms: HUD Form 5369B and HUD Form 5369A

8.3.1 HUD Form 5369A: Attachment E Certifications and Representations of Offerors. HUD Form 5369A must be filled out, signed, and submitted under Tab 3 as part of the proposal package.

8.3.2 HUD Form 5369B: Attachment F Instructions to Offerors Non-Construction. The information in this attachment is for contractor informational purposes only. *Please do not return this attachment in your submission.*

8.4 TAB 4: Section 3 and Equal Employment Opportunity

8.4.1 Section 3 Business Preference Documentation: For any responder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form **Attachment G**. Also, any documentation required by that form. If the responder does not claim any Section 3 preference, please include under Tab 5 a signed and dated statement saying “SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED.” Further information regarding Section 3 Business Preference may be found at the HUD website: <http://hud.gov/offices/ftheo/section3/section3.cfm>

8.4.2 Equal Employment Opportunity: The responder must submit a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates the declaration. I.E. practice and history of employing minorities and/or women in professional positions.

8.5 TAB 5: Managerial Capacity and Resumes: Responder must submit under Tab 5 a concise description of its managerial capacity to deliver the proposed contract work/services, including:

- 8.5.1 Resumes:** Brief professional resumes for the persons identified in Profile of Firm, Attachment B. Such information shall include the proposer's qualifications to provide the services, and a brief description of the background and current organization of the firm.
- 8.5.2 Personnel:** Demonstrate staffing capacity and describe the responsibilities and authority for each working title that will apply to the execution of work with this project.
- 8.5.3 Workload:** Please indicate the proposer's current workload and ability to perform this project within the timeframes required.
- 8.5.4 Subcontracting:** Please provide a description of services which are anticipated to be subcontracted, and provide similar experience and capacity information for any subcontractors.

8.6 TAB 6: Fiscal Capacity and Viability: Responder must submit under Tab 6 a concise description of its fiscal standing and capacity to deliver the proposed work/services. Evidence of fiscal capacity is demonstrated by including one copy of the most recent year-end financial statement and one copy of an interim financial statement. Information is confidential and will not be forwarded.

8.7 TAB 7: Proven Past Performance: Bidder must submit under Tab 7 the following information:

- 8.7.1 Past Experience:** Please submit under Tab 7 past work that closest reflects experience with Low-Income, Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities. Proposers shall also submit a brief history and overview of firm.
- 8.7.2 References:** Proposers shall submit references of former and/or current clients. If possible include Public Housing Agencies, experience with low-income and affordable housing, for whom the proposer has performed similar or like services to those being proposed within this RFP.
- 8.7.3 Additional Information:** Proposers may include other general information that the proposer believes is appropriate to assist Unison in its evaluation.

8.8 TAB 8: Pricing and Proposed Services: Please submit under Tab 8 all proposed pricing and fees. As more fully detailed within Attachment A, Scope of Work, Proposers shall also include information concerning the proposed services that illustrate:

- 8.8.1** The proposers technical approach include the appropriate labor categories, estimated hours and skill mix, and the proposers work plan to provide the required services.
- 8.8.2** If appropriate, how staff are screened, trained, monitored and retained.
- 8.8.3** Explanations and copies of forms that will be used and reports that will be submitted.

9.0 PROPOSAL SUBMISSION

RFP# 20-006
January. 2020

- 9.1** Submit three (3) original signature hard copies in separate three ring binders, **and** one unbound copy and present in a sealed package as detailed in Section 8.0, Bid Format. The package exterior must clearly denote **RFP# 20-006** and have the responder's name and return address. The proposals will be time/date stamped when received at the Unison office no later than the submittal deadline. Proposals should be addressed and delivered to:

Procurement Officer
Attention: RFP# 20-006
Unison Housing Partners
3033 W. 71st Ave, Suite 1000
Westminster, CO 80030

Proposals submitted after the published deadline will not be considered.

- 9.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Responders are not allowed to change any requirements or forms herein, either by making or entering on these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to Unison by the Responder, such may invalidate that Proposal. If, after accepting a proposal Unison decides that any such entry has not changed the intent of the proposal, that Unison intended to receive, Unison may accept the proposal and the proposal shall be considered by Unison as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective Responder that does so is thereby agreeing to confirm all notices that Unison delivers to him/her as instructed, and by submitting a Proposal, the Responder is agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this procurement.
- 9.3 Submission Responsibilities:** It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by Unison, including this procurement document, the documents listed within Section 3.6, and any addenda and required attachments submitted by the Responder. By virtue of completing, signing, and submitting the completed documents, the Responder is stating their agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the Responder not authorized in writing by Unison to exclude any of Unison requirements contained within the documents may cause that Responder to not be considered for award. Responders shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting the proposal. Failure to examine any requirements shall be at Responder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.
- 9.4 Contact with Unison:** It is the responsibility of the responder to address all communication and correspondence pertaining to the procurement process to the Unison Procurement Specialist only. Responders must not make inquiry or communicate with any other Unison staff member or official (including members of the Board of Commissioners) pertaining to this procurement without prior permission from the Procurement Officer. Failure to abide by this requirement may be cause for Unison to not consider a submittal received from the responder.

10.0 EVALUATION:

RFP# 20-006
January, 2020

10.1 Criteria: Unison intends to retain the successful responder pursuant to a “Best Value” basis, not necessarily a “Low Cost” basis. Unison will, as detailed within this document, consider factors other than cost in making the award decision. The initial evaluation will be reviewed for responsiveness as stated in 8.0 Proposal Format, i.e. meets the minimum requirements. Unison shall then select a panel of at least three reviewers to evaluate each of the proposals submitted in response to this procurement. The following criteria will be utilized by Unison to evaluate each submittal received:

MAX VALUE	POINT	CRITERIA
25		MANAGERIAL CAPACITY: Information from Tab 5 will be used to score this section.
25		FISCAL CAPACITY: Information from Tab 6 will be used to score this section.
25		PROVEN PAST PERFORMANCE: Information from Tab 7 will be used to score this section.
25		PRICING AND PROPOSED SERVICES: Information from Tab 8 will be used to score this section.
100 Points		TOTAL

10.2 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Unison evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the evaluation panel.

11.0 CONTRACT AWARD AND PROCEDURES: If a contract is awarded pursuant to this procurement, the following procedures will be followed:

11.1 Equal Proposals: If equal proposals are received from responsive responders, award may be determined by an interview process.

11.2 Final Scope of Work: The final scope of work may be revised at Unison’s option based on, among other factors, the value of proposals received, and the availability of funds.

11.3 Final Award: Upon completion of the proposal evaluation process, Unison will formulate and forward to the Unison Executive Director (ED) for approval, a written award recommendation. The ED may choose to approve the award or the Unison ED may approve staff to take the award recommendation to the Unison Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000). If so, the Board will then make its determination of whether or not to follow staff’s recommendation. If the recommendation is approved for award, all responders will receive a Notice of Results of Proposal. Contract price negotiations may, at Unison’s option, be conducted prior to or after the Board approval.

11.4 Protesting Award: Any protest against the award of a contract must be received within five (5) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at their discretion, suspend the procurement pending

resolution of the protest, if warranted by the facts presented. The Contracting Officer shall issue a written decision within five (5) business days after receiving all required information regarding the protest.

11.5 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by Unison pursuant to the procurement:

11.5.1 Contract Form: The form of contract will be negotiated after Contractor selection. Unison reserves the right to require a contract on Unison forms, and by submitting a proposal, the responder agrees to execute Unison's form of contract. However, Unison will consider any contract clauses that the responder wishes to modify and include therein, provided the responder makes such requests within 3 business days of the circulation of a form of contract. If Contractor and Unison are unable to negotiate a contract within 5 business days of initial contract circulation, Unison reserves the right to deem the initially selected contractor ineligible and initiate negotiations with another responder.

11.5.2 Assignment of Personnel: Unison shall retain the right to demand and receive a change in personnel assigned to the work if Unison believes that such change is in the best interest of Unison and the completion of the contracted work.

11.5.3 Unauthorized Sub-Contracting Prohibited: The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this procurement (including but not limit to, selling or transferring the contract) without the prior written consent of Unison. Any purported assignment of interest or delegation of duty, without the prior written consent of Unison shall be void and may result in the cancellation of the contract with Unison, or may result in the full or partial forfeiture of funds paid to the successful proposal as a result of the proposed contract as determined by Unison

11.6 Contract Service Standards: All work performed pursuant to this procurement must conform and comply with all applicable local, state, and federal laws.

11.7 Warranty/Guarantee: All work provided by the Contractor shall be warranted or guaranteed by that Contractor for a period of the contract including any optional extensions in the contract.

12.0 LICENSING AND INSURANCE: Prior to award, the successful responder will be required to provide:

12.1 Workers Compensation: An original certificate evidencing the responder's current industrial (workers compensation) insurance carrier and coverage amount;

12.2 General Liability: An original certificate, evidencing "General Liability" insurance coverage, naming the Unison as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado, as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$1,000,000 and medical expenses of any one person of \$100,000), with a deductible of not greater than \$1,000.

12.3 Automotive: An original certificate showing the responder's automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this program,

when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.

12.4 Licenses: A copy of the responder's business license allowing that entity to provide such series within the County of Adams, Colorado or any local municipality located within the County of Adams, Colorado. Additionally, if applicable, a copy of the responder's license issued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction detailed herein.

12.5 A copy of the W-9.

13.0 BILLING AND PAYMENTS: Invoices shall be submitted as soon as available upon completion of work. Unison payment terms are net 30 days, after receipt of invoice.

14.0 SCHEDULE OF ATTACHMENTS: It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this procurement:

Attachment A	Request for information
Attachment B	Scope of Work
Attachment C	Profile of Firm
Attachment D	Contractor's Certification of Compliance
Attachment E	Certifications and Representations of Offerors
Attachment F	Instructions to Offerors – Non Construction
Attachment G	Section 3 Certification

RFP# 20-006, LANDSCAPE MAINTENANCE SERVICES

REQUEST FOR INFORMATION

Attachment A

SUBMITTED BY:

Firm: _____ Date: _____

Name: _____

E-Mail: _____

SUBMITTED TO:

Kirk Kemp
Procurement Specialist
Unison Housing Partners
kkemp@unisonhp.org

QUESTION:

SIGNATURE: _____

DATE: _____

**RFP# 20-006, LANDSCAPE MAINTENANCE
ATTACHMENT B**

SCOPE OF WORK

CUSTOMER SERVICE

Customer Service is of utmost importance to ACHA and for its residents. Contractor shall ensure that its personnel perform the required landscaping services on time and on scheduled day for each property. Contractor shall ensure that work is performed correctly the first time to eliminate callback.

PERSONNEL & EQUIPMENT

Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and workmanlike manner. **All grounds employees will wear company uniforms while on the property.** The contractor may not subcontract services to a third party without written consent from a Unison. Contractors must comply with all OSHA standards.

SPRING/FALL CLEANUP

At commencement of the Contract, Contractor shall perform a spring clean-up of dead leaves, weeds (whether it is dead weeds remaining from the previous year or new weeds), rubbish, and other unsightly material on the common areas. Spring clean-up is to be completed no later than the 15th of April. In the fall, a final cleanup shall be performed, which shall include, but not limited to, all dead leaves, including concrete gutters, window wells, and under shrubs and bushes. This service shall be performed after all leaves have fallen from the trees, even if additional clean-ups are to be performed in December.

TURF GRASS MANAGEMENT

Contractor shall mow to a height of between two (2) to three (3) inches. All grass clippings will be mulched. Any visible clumps of grass are to be caught and removed. If there are tennis courts and/or pool areas, the Contractor will use special care to avoid grass clippings in these areas. All turf grass shall be mowed weekly from April through September and twice a month in October and November, unless grass is in need of cutting more than twice a month as determined by property manager. All common areas will be cleared of trash and debris prior to each mowing. The perimeter of all turf areas and contiguous sidewalk areas will be string trimmed weekly. Metal edging of all the concrete walks and concrete gutters are to be performed monthly. The property's well-groomed appearance shall be maintained at all times. Walkways, steps, curbs, concrete gutters shall be blown free of clippings and debris following each mowing. The contractor is responsible and agrees to reimburse owner for any damages caused to buildings, siding, fences, and railings as a result of damages from string trimmers or other machinery.

Lawn maintenance is to be performed Monday through Friday of each week during the contract. The contractor must provide within 1 month of contract execution a schedule by property and the assigned day of the week for that property. Rain delay work must be completed within 24 hours.

BROAD LEAF WEED CONTROL

Contractor shall control broadleaf weeds in turf grass, pavement cracks, around buildings and in rock areas by spot treatment on an as needed basis (whether it be an herbicide and/or by used of pre/post-emergent herbicide, contractor will apply a subsequent application(s) of pre/post-emergent herbicide at the sole expense of the contractor. The contractor will insure that weeds will be present in any grassy area, and/or any flowerbed area(s) during the contract term.

BED AREAS

Bed areas shall be kept in a clean and neat appearance from the beginning through the end of the contract period. Bark and rock shall be evenly distributed. If bark or rock needs to be added, contractor shall provide property manager with a bid for such services and receive written approval prior to purchasing or adding additional bark or rock.

TREE AND SHRUB CARE

Contractor shall trim and prune all common area trees (up to 8 feet) and all shrubs at an appropriate height, monthly during the term of this agreement. Trees are to be trimmed 8 feet above all sidewalks and formal walkways. Tree dishes shall be maintained to provide a neat appearance. Where tree dishes do not exist, Contractor shall sterilize soil, without damaging tree, 12" away from tree to assure that no damage from "weed-eater" or mowers occurs. Dead grass around the sterilized trees shall be turned one week after sterilization. If mulch needs to be added to tree dishes, Contractor shall provide owner with a Proposal for such services. Contractor shall fertilize trees and shrubs by broadcast application no less than once during the term of this agreement. Wrapping and unwrapping of trees shall be completed at an additional cost upon approval of the Owner. Remove all suckers off tree trunks. Tree issues are to be completed no later than May 31st. Upon commencement of this contract and two (2) weeks prior to the planting of flowers, all flower beds must be prepped and turned with peat moss, 3-in-1 fertilizer, and weed control fertilizer.

AERATION

Aeration shall take place twice and shall be completed by May 31st and September 15th during the contract period. A plug type aerator shall flag all sprinkler head and other obstacles and shall be responsible for the repair or replacement of any damaged items that are visible.

FERTILIZATION PROGRAM

Contractor shall fertilize turf grass three (3) times during the growing season with a slow-release granular fertilizer, (liquid fertilizer permissible on second application) with the first application to occur in the April period, with the second and third application to occur at intervals approximately two months and contingent upon existing weather conditions. The first application shall include pre-emergent crabgrass and weed control chemicals and the final application shall contain a winterized fertilization formula.

IRRIGATION SYSTEM MAINTENANCE

Irrigation system is to be activated in the spring by April 1st and winterized by October 15th in the fall. Activation shall include turning on the water system in the spring and making the necessary adjustments to obtain proper coverage. Winterization shall include closing all valves, de-energizing all controls and timers, draining the entire system of all water or liquid and by blowing down all the water line systems, back flow devices and components with compressed air. It will be the responsibility of the vendor to replace, at the vendors expense, any sprinkler heads that are damaged due to the contractors fault.

Irrigation systems shall be inspected weekly to note and correct any problems with time clocks, solenoid valves, wiring back flow preventers, broken controls, sprinkler heads, and lines, or any sprinkler patterns that need to be altered.

The cost of weekly inspections, altering of sprinkler patterns and resetting time clocks is to be included with submitted Proposals. The cost of other repairs and replacement parts shall be done on a time and materials basis. The Community Manager shall be notified of, and approve, any labor or material charges prior to the time of the expense. Any invoices for sprinkler charges shall have the signature of the Community Manager approving the time and material charges. *OWNER SHALL NOT PAY ANY INVOICES FOR SPRINKLER REPAIRS THAT DO NOT HAVE THE COMMUNITY MANAGER'S SIGNATURE ON THE INVOICE, WITH SIGNATURE OBTAINED ON THE DAY THAT THE WORK WAS PERFORMED.*

TRASH SURVEILLANCE

Contractor shall on a weekly basis for the term of this agreement remove trash and litter, including animal excrement, from all common ground areas, excluding parking areas. Prior to mowing, the trash is to be removed before it is run over by machinery.

The complete listing of all Unison housing communities to be included in the contract resulting from this RFP follows on the next page.

UNISON LOCATIONS

The affordable housing communities owned and operated by Unison, are:

Alto Apartments

3033 W. 71st. Avenue

Westminster, CO 80030

Aztec Villa Apartments

8675 Mariposa Street

Thornton, CO 80260

Casa Redonda Senior Housing

1084 W. 69th Avenue

Denver, CO 80221

Creekside Place Apartments

9189 Gale Blvd.

Thornton, CO 80260

Crossing Pointe North

4220 W. 104th Avenue

Thornton, CO 80232

Orchard Crossing Apartments

4183 West 72nd Avenue

Westminster, CO 80030

Orchard Hill Senior Apartments

1353 W. 88th Avenue

Thornton, CO 80260

Overlook Apartments

647 West 91st Avenue

Thornton, CO 80260

Terrace Garden Apartments &

Susan Kay Apartments

7100 Hooker Street

Westminster, CO 80030

Village of Greenbriar Apartments

8290 N. Federal Blvd.

Westminster, CO 80031

Village of Yorkshire Apartments

10370 Brendon Way

Thornton, CO 80229

Waterview Apartments

1620 Coronado Parkway

Denver, CO 80229

Zuni Plaza Apartments

7595 Zuni Street

Westminster, CO 80221

**RFP# 20-006, LANDSCAPE MAINTENANCE SERVICES
 PROFILE OF FIRM – Two Pages
 Attachment C**

This Form must be fully completed and placed under Tab #1 of the proposal submittal.

This form must be completed by and for each subcontractor.

1. Prime Contractor _____ Subcontractor _____
2. Name of Firm: _____
3. Address: _____
 City, State, Zip: _____
4. Please attach a brief biography/resume of the company, including the following information:
 - (a) Year Firm Established,
 - (b) Year Firm Established in Colorado,
 - (c) Former Name and Year Established (if applicable),
 - (d) Name of Parent Company and Date Acquired (if applicable).

5. Identify Principals/Partners in Firm & submit under Tab #5 a brief professional resume for each

NAME	TITLE	% OF OWNERSHIP

6. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab #5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

7. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

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

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

- Resident- African **Native Hispanic Asian/Pacific Hasidic Asian/Indian
 Owned* American American American American Jew 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)

8. Federal Tax ID No.: _____

9. State of Colorado License Type and No.: _____

10. Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

11. General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

12. Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

13. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Colorado, or any local government agency within or without the State of Nevada? Yes No

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

14. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the ACHA? Yes No

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

15. 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 the ACHA discovers that any information entered herein is false, that shall entitle the ACHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: _____ Date: _____

Printed Name: _____

Phone: _____

Email: _____

**RFP# 20-006, LANDSCAPE MAINTENANCE SERVICES
Attachment D**

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, §8-17.5-101, *et. seq.*, effective August 7, 2006, as prerequisite to entering into a contract for services with Adams County Housing Authority, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, also known as E-Verify (created in Pub. L. 104-208, as amended, and expanded in Pub. L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to verify that it does not employ any illegal aliens.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the Basic Pilot Program, also known as E-Verify, can be completed at: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> . It is recommended that employers review the sample "Memorandum Of Understanding" available at the website prior to registering.

**Certifications and
Representations
of Offerors
Non-Construction Contract**

**RFP# 20-006, LANDSCAPE
MAINTENANCE SERVICES
ATTACHMENT E**

**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/offers 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 Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native 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)(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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/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:

ATTACHMENT F

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



- 03201

Instructions to Offerors Non-Construction

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) 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.

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.

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.

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;

(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:]

**RFP# 20-006, LANDSCAPE MAINTENANCE SERVICES
ATTACHMENT G**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Bid To Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlined In Attached Exhibit.

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTARIZED

Notary: _____

Date: _____

My Term Expires: _____

Signature: _____ Date: _____

Printed Name: _____

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135, the contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. 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 (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 Enterprise. 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).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Adams County Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

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.

Priority II

Category 1b Business

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.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

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.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the ACHA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the ACHA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit