

BIDDING DOCUMENTS
FOR
LANDSCAPE MAINTENANCE
HADLEY PARK TOWERS



Solicitation Date December 8, 2021

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

The Metropolitan Development and Housing Agency (MDHA) will receive sealed bids December 22, 2021 at 10:00 a.m., in the Construction Office located at 712 South Sixth Street, Nashville, Tennessee 37206 or via Zoom for Landscape Maintenance at Hadley Park Towers, 2901 John Merritt Blvd., Nashville, TN 37209. Bid documents may be picked up at the MDHA Construction Office.

Contact Shelby Anderson at 615-260-7602 for site visit before submitting the bid.

Pre-Bid Meeting via Zoom, December 10, 2021 @ 10:00 am

Join Zoom Meeting

<https://zoom.us/j/98198019535?pwd=bIJOZUZBZzZ4Y1NkeVkvCFgyNGZSdz09>

Meeting ID: 981 9801 9535

Passcode: 462675

+16465588656

Bid-Opening via Zoom, December 22, 2021 @ 10:00 am

Join Zoom Meeting

<https://zoom.us/j/97763693986?pwd=TDMYTHZ4UXFNbFhCam52R3U0SWVHZz09>

Meeting ID: 977 6369 3986

Passcode: 329700

+16465588656

For additional information contact Rita F. James @ (615) 252-8432.

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1.0 Invitation To Bid

The purpose of this solicitation is to obtain a qualified landscaping contractor for the landscaping work at Hadley Park Towers in Nashville, TN.

Successful Contractor is to comply with Form HUD 5370-C Section II. This is a HUD Determined Wage Rate project and the minimum wages for employees to be paid on this project are as outlined at the end of these instructions. Successful Contractor will be required to comply with HUD Form 5370-C Section II (3 Records).

The MDHA has incorporated all contract clauses in Form HUD 5370-C Section I into this contract document and the successful contractor will be required to comply with this document.

The contract period will be through January 1, 2022 through December 31, 2022, with MDHA having the discretion to renew for annually for an additional four (4) years based upon performance and availability of funding.

All submitted bids become public record after award. Submission of a bid is an official waiver of confidentiality, notwithstanding any statements to the contrary that may be contained within the bid.

2.0 Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the MDHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers Compensation, in accordance with State of Tennessee Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$[1,000,000.00] one million dollars per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the 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 Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$[1,000,000.00] one million dollars per occurrence.

(b) The insurance certificate shall indicate the description of the project and list MDHA as an additional insured and as the certificate holder.

3.0 Contractor's Responsibility for work

The Contractor is required to familiarize himself/herself with the property to ensure a full understanding of the property lines for mowing and the locations of all shrubbery to be trimmed.

The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the MDHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

The Contractor shall confine all operations on MDHA premises to areas authorized or approved by the Contracting Officer or designee.

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all equipment, tools, and materials (including rejected materials) that are not the property of the MDHA and all rubbish caused by its work; (2) leave the work area in a clean, neat and orderly condition satisfactory to the Contracting Officer or designee.

The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the MDHA. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

4.0 BID SUBMISSION:

Bids will be submitted in a sealed envelope. The outside of the envelope will specify the name of the Bidder and the name of the project being bid, bid date and bid time. Bids will be received no later than December 22, 2021 at 10:00 a.m., central time at MDHA, 712 South Sixth Street, Nashville, TN 37206.

MDHA **will not** accept any bids received after time stated in this bid document or delivered to a location other than what is listed in this bid document. Late or incorrectly delivered bids will be returned to the Offeror at their expense or destroyed after 30 days.

Bidders will submit to MDHA the following items:

Bid Form (ensure Bid Form is signed)
Form HUD 5369-C
Non-Collusive Affidavit (Notarized)
Statement of Landscape Experience (Notarized)

NOTE: Failure to return all pages may result in a determination that the submittal is non-responsive.

Any questions should be addressed in writing or via Marketplace no later than December 15, 2021 to:

Rita F. James
Purchasing Agent
MDHA
712 South Sixth Street
Nashville, TN 37206
Office Phone: (615) 252-8432

5.0 SCOPE OF WORK

The Manager/Maintenance Office for Hadley Park Towers is located at 2901 John Merritt Blvd., Nashville, TN 37209. The property is comprised of one (1) high rise with approximately 2.32 acres with driveways, parking lots and sidewalks (See site map). The Maintenance Supervisor is Mr. Shelby Anderson, telephone number 615-260-7602. Contractors shall contact Mr. Anderson to make him aware of site visitation.

The successful contractor will be responsible for coordinating with the Property Staff prior to performing work on this property.

MOWING

There are 30 estimated cuts for bidding purposes. MDHA Maintenance Supervisor will have the discretion of when and how many cuts will be needed during these periods. Scope of Work for Mowing includes:

- a. Mowing height to be between 3 and 4 inches as specified by the Maintenance Superintendent at time of cut and as weather dictates.
- b. Mowing all areas on site map (site map) excluding hi-lighted area.
- c. Contractor to ensure all trash and debris is removed from the site prior to mowing site property.
- d. The driveways, parking lots, sidewalks, building entrances, ground level apartment balconies, and all paved or cement areas will be maintained free of vegetation and blown off or swept after each mowing.
- e. Weed eating will be performed with every cut, this is to include weed eating weed growth in walkways, dumpster pads, cracks in sidewalks, walls, fences, stairwells, air conditioner pads, weed eating around each building and mulched beds on the entire property. Weeds hand pulled from flower beds as needed.
- f. Edging of driveways, curbs, parking lot areas and sidewalks are to be edged with each cut.
- g. Cleanup from daily activities. Use of power blowers maybe used to aid in cleanup; however resulting debris shall be collected and disposed off-site and not simply blown into adjacent areas/properties.
- h. **Contractor will have one (1) work day to complete the mowing.**

TRIMMING SHRUBBERY

Trimming shrubbery will be maintained during the contract period. For bidding purposes, the contractor will indicate on the bid form a unit price times 5. The Maintenance Supervisor has the discretion on when and how many times to have the shrubbery trimmed. Contractor will remove any wild vegetation growing into the shrubbery. Shrubby trimmed 4 times lower than new growth. Contractor will coordinate with the Maintenance Supervisor prior to performing this work. Cut shrubbery will be disposed from the property.

EQUIPMENT & SAFETY

Contractor's equipment to be maintained in good working condition at all times and meet or exceed OSHA requirements. All work and materials will meet or exceed all lawn and landscaping regulatory requirements. Contractor to be responsible for instructing his/or her employees in safe operating procedures for each type of service being performed as to not create hazards for employees

and innocent bystanders and that the employees wear the appropriate protective equipment. MDHA reserves the right to inspect equipment prior to award of contract.

PERFORMANCE

Contractor performance shall be evaluated once each quarter. See attached evaluation sheet for performance standard. Performance evaluation shall be completed by on-site MDHA staff. Two (2) poor performance ratings during contract period will be grounds for contract termination. Failure to complete the mowing within the time constraints will also be grounds for termination. Parties will be notified by mail.

WORK DAYS/HOURS

Work to be performed Monday through Friday from 7:00 a.m. to 5:00 p.m. Contractor will be allowed to mow on weekends only due to inclement weather during the work week. **Mowing due to inclement weather will be coordinated with the Maintenance Superintendent.**

INVOICE APPROVAL

Approval of completed work will be obtained from property maintenance supervisor or his/her designee before payment. Invoices will be paid at the discretion of the maintenance supervisor.

6.0 TITLE VI

The Metropolitan Development and Housing Agency (MDHA) prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the basis of non-merit reasons.

To file a complaint of discrimination write or call:

Michael Wegerson
Contracting Officer
MDHA
712 South Sixth Street
Nashville, TN 37206
(615) 252-8497
mwegerson@Nashville-MDHA.org

7.0 PRICE ADJUSTMENTS

Bidders are to submit a specific price for services quoted herein.

At the end of each contract term, the successful bidder may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful bidder. Price decreases are allowed at any time with or without notice. Fuel surcharges are not allowed. MDHA may, at its option:

- a. Accept the proposed price increase.
- b. Reject the proposed price increase.
- c. Suggest an alternative price increase.

If MDHA rejects a proposed price the successful bidder may:

- a. Continue with the existing pricing.
- b. Suggest an alternative price increase.
- c. End the contract.

8.0 MDHA Grass Cutting Evaluation

Contractor _____ Date _____

Area _____

Grass mowing & Maintenance Schedule – (60 points)

___ Excellent (60 pts) ___ Good (45 pts) ___ Fair (35 pts) ___ Poor (25 pts)

Site Clean-Up/Site Appearance (if applicable) – (25 points)

___ Excellent (25 pts) ___ Good (13.5 pts) ___ Fair (10.5 pts) ___ Poor (7.5 pts)

Customer Complaint/Resolution – (15 points)

___ Excellent (15 pts) ___ Good (9 pts) ___ Fair (7 pts) ___ Poor (5 pts)

Contractor Ratings:
Excellent 90 and above
Good 75 to 89
Fair 60 to 74
Poor 59 and below

Evaluator _____

9.0 - BID SHEET
Cost Sheet (include labor, materials, overhead, profit and taxes)
Hadley Park Towers

				Cost per year
A.	Cutting - 30 cuts per year (estimated) (3 to 3 1/2 inch cut)	\$ _____ each	x 30	\$ _____
B.	Trim shrubbery 5 per year (estimated) DISCRETION OF PROPERTY MANAGER/MAINT SUPV	\$ _____ each	x 5	\$ _____
C.	Aeration & Seeding (1 per year - September) DISCRETION OF PROPERTY MANAGER/MAINT SUPV	\$ _____ each	x 1	\$ _____
D.	SEED AND STRAW BARE AREAS price 50 square yards of area DISCRETION OF PROPERTY MANAGER/MAINT SUPV	\$ _____	50 sq yds x 1	\$ _____
E.	Fertilization - turf; 6-12-12; 2 per year March, Sept DISCRETION OF PROPERTY MANAGER/MAINT SUPV	\$ _____ each	x 2	\$ _____
F.	Mulching - 2 per year	\$ _____ each	x 2	\$ _____
Total per year: (Add Items A through F)				\$ _____

The contractor agrees to comply with all requirements furnished in this document.

SUBMITTED BY:

Company Name _____

Signature _____

Date _____

A. Addendum Number _____ Dated _____

B. Addendum Number _____ Dated _____

ATTACHMENTS

A. _____
STATEMENT OF BIDDER'S LANDSCAPE EXPERIENCE - Notarized

B. _____
DEFECTIVE COST INFORMATION

C. _____
NON-COLLUSION AFFIDAVIT/AFFIDAVIT OF ELIGIBILITY

D. _____
MDHA – DIVERSITY BUSINESS ENTERPRISE PROGRAM

E. _____
SELF-REPRESENTATION OF OFFERS

F. _____
GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

G. _____
SITE MAP

ATTACHMENT A

FORM OF STATEMENT OF BIDDER'S LANDSCAPE EXPERIENCE

**STATEMENT OF BIDDER'S LANDSCAPE EXPERIENCE
(GENERAL CONTRACTOR)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets of items marked (*).

Name of Bidder

Permanent main office address

When organized

Where incorporated

How many years have you been engaged in the landscaping business under your present firm name?

*Describe landscape experience (5 years):

*Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate dates of completion).

*Have you ever defaulted on a contract? If so, provide information as to owner, project name, cost, etc.

*List three (3) references for previous work in last two (2) years. Provide name, phone number, name of company, project name and cost of project.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Metropolitan Development and Housing Agency in verification of the recitals comprising this Statement of Bidder's Experience.

Dated at _____ this _____ day of _____, 2021.

(Name of Bidder)

By: _____

Title: _____

ATTACHMENT B

DEFECTIVE COST INFORMATION

If the cost breakdown submitted by the contractor is later found to have been inaccurate, incomplete, or non-current as of the date of award, the HA is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective information. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective information. It is presumed that overstated cost information increased the contract price in the amount of the defect plus related indirect cost and profit/fee.

In determining the amount of a downward adjustment for any understated cost information, the contractor shall be entitled to an offsetting adjustment for any understated cost information submitted in support of price negotiations for the same procurement action up to the amount of the HA's claim for overstated cost information.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ being first duly sworn deposes and says that:

1. He is the _____ of _____, the firm that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against MDHA or any person interested in the proposed contract or agreement; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____ Title _____

AFFIDAVIT OF ELIGIBILITY

After being duly sworn according to law, the undersigned states that he/she is the

_____ of _____

(the "responder") and that:

- a. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
- b. No commissioner or officer of MDHA or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for MDHA has a direct interest in the responder.

Dated: _____

(Name of Bidder)

(Signature of Bidder)

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public My commission expires: _____

ATTACHMENT D

1. MDHA DIVERSITY BUSINESS ENTERPRISE PROGRAM

The Metropolitan Development and Housing Agency (MDHA) has established a Diversity Business Enterprise (DBE) Program to enhance the participation of minority, women and small business enterprise firms in the Agency's contracting and purchasing activities. The DBE Program is being implemented to increase utilization of minority, women and small businesses and to provide these businesses greater economic opportunity. MDHA's Construction Department is responsible for the Diversity Business Program Administration.

In support of this program, we require architectural/engineering firms, contractors and their subcontractors and other lower-tier subcontractors, vendors and suppliers, who do business with Metropolitan Development and Housing Agency to adopt similar policies. Businesses bidding or proposing on procurements are required to comply with the provisions of the DBE Program. MDHA prohibits discrimination against any person, business or organization in pursuit of its procurement opportunities on the basis of race, color, sex, religion, disability or national origin. MDHA will conduct its contracting and purchasing programs so as to prevent any discrimination to resolve all allegations of discrimination.

2. Diversity Business Enterprise Policy

It is the policy of MDHA to assist minority, women and small business enterprise firms in their aspirations of viability and growth, which support a more stable economic community. To this extent, we join with community agencies and organizations that support these businesses to create greater opportunities for these entrepreneurs in the attainment of mutually beneficial social and economic objectives. Minority, women and small business enterprise firms will be given the maximum practicable opportunity, consistent with efficient performance, to compete for and participate in contracts, subcontracts, purchase orders and other procurement activities.

3. Definitions For Determining Minority, Women And Small-Owned Firms.

The guidelines for determining minority, women and small-owned firms are defined as follows:

“**MINORITY**” means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

“MINORITY BUSINESS ENTERPRISE” shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

“WOMEN BUSINESS ENTERPRISE” shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

SMALL BUSINESS ENTERPRISE AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
 1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
 3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);

4. Not to be owned, controlled, or directed by individuals or groups of individuals who own, control or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

Minority, women and small-owned firms are required to provide proof of their eligibility in accordance with these guidelines.

4. Utilization of Diversity Business Enterprise Firms

In order to provide minority, women and small businesses equal opportunity to participate in MDHA's procurements, A/E's and contractors bidding or proposing on Agency procurements are required to solicit the services of minority, women and small business firms. A/E's, and contractors who are awarded contracts, or purchase orders, along with their subcontractors, and other lower-tier subcontractors must commit to utilize Diversity Business Enterprise firms as part of their contractual obligation.

a. Diversity Business Enterprise Program Compliance Forms

To be considered a responsive bidder or proposer, Diversity Business Enterprise forms 2001, 2002, and 2003 must be completed in its entirety and submitted with the bid/or proposal.

5. MDHA Diversity Business Goal

A goal of 20% Diversity Business Participation has been established for this project. Contractors will submit with their bid DBE Form 2001 indicating efforts to utilize DBE contractors, DBE Form 2002 if joint venturing with a DBE business and DBE Form 2003 showing commitment to meet established goal and indicating type of work and dollar amount for each DBE business.

6. Program Questions/Information

Questions regarding the DBE Program and requests for information should be directed to: Metropolitan Development and Housing Agency's Diversity Business Coordinator, Diane Baseheart, 712 South Sixth Street, Nashville, Tennessee 37206, (615) 252-8434 or dbaseheart@nashville-mdha.org.

7. MDHA DBE Directory

To assist Contractors in obtaining the DBE goal for this project, Contractors are encouraged to visit the MDHA Website at www.nashville-mdha.org/diversity-business-enterprise-program/. For more information regarding the MDHA DBE program, Contractors are invited to contact Diane Baseheart at (615) 252-8434 or by email dbaseheart@nashville-mdha.org.

FORM 2001

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
DIVERSITY BUSINESS ENTERPRISE EQUAL OPPORTUNITY SOLICITATION CERTIFICATION**

COMPANY NAME: _____ ADDRESS/TELEPHONE: _____

PROJECT NAME: _____ DATE FORM SUBMITTED: _____

IMPORTANT - THIS FORM MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH BID OR PROPOSAL

Please list the name(s) of Minority (M) Women (W) and Small (S) Business Enterprise Firms contacted, and their responses to the above procurement package. If additional space is required, this form may be duplicated.

Name/Address	Type of Business M/W/S	Type of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. letter, phone, fax)	Response to Solicitation (i.e. interested, not interested, no response)	Company Representative	Telephone/Fax Number
It is hereby certified that the following Diversity Business Enterprise firms were contacted and offered an opportunity to bid or propose on the above procurement. We further certify that the above statements are a true account of Diversity Business Enterprise firm's response to our solicitation.						
Company Representative (Name/Title/Signature)						Date

FORM 2002

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
DIVERSITY BUSINESS ENTERPRISE PROGRAM JOINT VENTURE AGREEMENT
IMPORTANT - THIS DOCUMENT MUST BE SUBMITTED WITH BID OR PROPOSAL**

COMPANY NAME:	COMPLETE ADDRESS/TELEPHONE:
PROJECT NAME:	DATE FORM SUBMITTED:

*Please note: Completion of this form is only required when the Bidder/Proposer enters into a joint venture agreement with a Diversity Business Enterprise Firm.
Please indicate N/A if the Bidder/Proposer is not a Joint Venture.*

A. PRIMARY PARTY OF JOINT VENTURE:

Company Name, Complete Address and Phone Number	Diversity Business Enterprise Status: (Check appropriate block)
Percentage of Joint Venture <input type="text"/>	<input type="checkbox"/> Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business

PRIMARY PARTY'S TOTAL CONTRIBUTIONS

Total Cash: \$	Bond Percentage:		Cost
Equipment	Total Cost		

B. SECONDARY PARTY OF JOINT VENTURE:

Company Name, Complete Address and Phone Number	Diversity Business Enterprise Status: (Check appropriate block)
Percentage of Joint Venture <input type="text"/>	<input type="checkbox"/> Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business

SECONDARY PARTY'S TOTAL CONTRIBUTIONS

Total Cash: \$	Bond Percentage:		Cost
Equipment	Total Cost		

Please attach copy of Joint Venture Agreement and all pertinent information.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
 STATEMENT OF INTENT TO UTILIZE DIVERSITY BUSINESS ENTERPRISE FIRMS

THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT COMPLIANCE OFFICER PRIOR TO CONTRACT AWARD

COMPANY NAME: _____ COMPLETE ADDRESS/TELEPHONE: _____

PROJECT NAME: _____ DATE FORM SUBMITTED: _____

(Name of DBE Subcontractor or Supplier) _____ agrees to perform work on the above project as (check one):

(Name of DBE Subcontractor or Supplier) _____ will enter into a formal agreement for the work with _____ A/E or Contractor

conditioned upon the company executing a contract with the MDHA. _____ A/E or Contractor _____ will submit to MDHA proof of

any purchase orders awarded and/or subcontract agreements entered into with the above named DBE Subcontractor/Supplier as documentation of utilization of DBE firms.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/ PURCHASE ORDER PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE

CONTRACTOR REPRESENTATIVE SIGNATURE, TITLE & DATE

DIVERSITY BUSINESS ENTERPRISE FIRM REPRESENTATIVE SIGNATURE, TITLE & DATE

Self-Representation Of Offerors

Small, Minority, Women-Owned Business Concern Representation

1. 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

2. Offeror's Signature

The offeror hereby certifies that the information contained in this certification and representation is accurate, complete, and current.

Signature and Date: _____ Date _____

Printed Name: _____ Title: _____

NOTARY: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My Commission Expires: _____, 20__.

General Conditions for Non-Construction Contracts

(With or without Maintenance Work)

1. Definitions

The following definitions are applicable to this contract:

- (a) "Owner" or "MDHA" means the Metropolitan Development and Housing Agency
- (b) "Contract" means the contract entered into between the Owner, and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by Addendum, Change Order, or other modification.
- (c) "Contractor", "Proposer", or "Offeror" means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.

2. Changes

- (a) The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the Owner shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Owner decides that the facts justify it, the Owner may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Owner.

3. Examination and Retention of Contractor's Records

- (a) The Owner or any of their duly authorized representatives shall, until 3 years after the final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.00
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) Appeals under the clause titled Disputes;
 - (ii) Litigation or settlement of claims arising from the performance of this contract; or
 - (iii) Cost and expenses of this contract to which the Owner or their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

4. Rights in Data (Ownership and Proprietary Interest)

The Owner shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, or letters concerning the research and reporting task of this Contract.

5. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages

for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Owner. A claim by the Owner against the Contractor shall be subject to a written decision by the Owner.

(c) The Owner shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Owner's decision, shall notify the Owner in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has:

(i) Given the notice within the time stated in paragraph (c) above, and

(ii) Excepted its claim relating to such decision from the final release, and

(iii) Brought suit against the Owner not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the Owner that it submit a final voucher and release, whichever is earlier, then the Owner's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Owner.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, if requested by the Owner, the Contractor shall execute and deliver to the Owner a certificate and release, in a form acceptable to the Owner, of all claims against the Owner by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Organizational Conflicts of Interest

(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 this contract and a contractor's organizational, financial, contractual, or other interests are such that:

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

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

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

(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 Contracting Officer, the Owner may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

8. Inspection and Acceptance

(a) The Owner has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if Owner does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to Owner within 7 days of notification or a later date if extended by Owner.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission or corrected work remains unacceptable, the Owner may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

9. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

10. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment and for employment the appropriate notices that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the appropriate notice advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further MDHA contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the Owner.

12. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the Owner, or assume any right, privilege, or duties of an employee, and shall save harmless the Owner and its employees from claims, suits, actions, and costs of every description resulting from the Contractor's activities on behalf of the Owner in connection with this Agreement.

13. Other Contractors

Owner may undertake or award other contracts for additional work at or near the site(s) or the work under this contract. The contractor shall fully cooperate with the other contractors and with the Owner, and Owner's employees, and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer or Designee. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or Owner employee.

14. Liens

The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors.



Mowing Plan for Hadley Park Towers