

**RFP16-01**

**Trash Removal Services**

**Butler Metropolitan Housing Authority**

**March, 2016**



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## **Request for Proposal**

The Butler Metropolitan Housing Authority (BMHA) will receive Bids for the following services:

**Scope of Services:** Trash Removal Services

Bids will be received until:

**Closing Time:** 10:00 a.m. (local time)

**Closing Date:** 5/26/2016

**Where:** Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

**Phone:** (513) 868-5234 FAX (513) 896-9381

A contract will be awarded to the lowest priced responsive, responsible bidder who has complied with the conditions of the specifications.

### **Statements received after the stated time and date will not be considered.**

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Joe Mauch 513-868-5238.

BMHA reserves the right to cancel this Request for Proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this Request for Proposal, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any respondent to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any respondent for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to established BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all Contractors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

BUTLER METROPOLITAN HOUSING AUTHORITY

BY: Joe Mauch Procurement/Budget Assistant

## **1.0**

# **INSTRUCTIONS TO BIDDERS**

### **1.1 Preparation of Offers**

- Bidders 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 bidder's risk.
- Each bidder shall furnish the information required by the solicitation. The bidder 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 BMHA.
- Offers for services other than those specified will not be considered.

### **1.2 Explanation to Prospective Bidders**

Any prospective bidder desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) days before closing date. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders 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 bidders.

### **1.3 Questions**

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to

Joe Mauch  
Procurement/Budget Assistant  
4110 Hamilton Middletown Road  
Hamilton, Ohio 45011  
Fax # (513) 896-9381  
E-mail address: [jmauch@butlermetro.org](mailto:jmauch@butlermetro.org)

Questions may be submitted until 12:00am (midnight) eastern time May 11, 2016. Answers and responses will be distributed to all prospective bidders after that date.

### **1.4 Amendments to Solicitation**

- If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders 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.

BMHA must receive the acknowledgement by the time specified for receipt of offers. Failure to acknowledge all amendments may result in rejection of the submission.

The Authority will endeavor to provide copies of addenda to all potential respondents to which this Request for Proposal has been mailed, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this Request for Proposal and all respondents will be bound thereby, whether or not the addenda are actually received by the respondent.

**All addenda may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Procurement/Budget Assistant listed in section 1.3**

### **1.5 Bid Requirements**

All bids must be submitted on the form prescribed by the BMHA in this Request for Proposal (RFP). Bid forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. **These forms, required at the time of submission, must be signed and provided to BMHA.** (forms may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Procurement Officer listed in section 1.3):

- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- A completed BMHA Representation and Certification Form (HUD-5369-A).
- Debarment Certification for Prime and all levels of Sub-consultants (HUD 2992).
- Non-Collusive Affidavit for prime and all levels of Sub-consultants.
- Proof of the appropriate insurance coverage:
  - a. Workers Compensation - Statutory Amount
  - b. \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract.  
**A "Certificate of Insurance" must name the BUTLER METROPOLITAN HOUSING AUTHORITY as "third party insured"**
  - c. General Liability - \$500,000
- Certificate of Corporate Good standing for Prime and **all levels** of Subcontractors.
- Listing of three (3) references with contact information
- Current client listing as of the bid closing date

**Proof of insurance must be attached to the proposal.** Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen's Compensation, in accordance with State Law for all employees engaged under this contract. Proof of the bidder's current state **Workman's Compensation Certificate must be attached to the proposal.** Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Worker's Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

Please note that HUD Form 5370 (attached in exhibit C) shall become a part of any contract arising out of this Request for Proposals.

### **1.6 Time for Receiving Bids**

Bids received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No bid received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton Middletown Road Hamilton, Ohio 45011 will serve as the official time clock.

### **1.7 Bid Withdrawal**

No bid shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the bids without written consent of the BMHA.

### **1.8 Bid Submission**

- Bids must be submitted to the BMHA by May 26, 2016 at 10:00a.m. (local time) without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

- One original copy of the bid, plus three exact copies marked "Copy" are required. The cost portion of the bid is not to be included in the copies.
- To assure that your bid arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your bid must be identified on the envelope or package as follows:

### **Request for Proposal**

**TO PROVIDE: Trash Removal Services**

**SOLICITATION NO. RFP16-01**

**DUE: 5/26/2016 BY: 10:00 a.m. (local time)**

- Bids shall be submitted in sealed envelopes or packages using forms furnished by the BMHA. All required forms shall be submitted in the envelope or package(s), which will be clearly marked "Bid Documents" and will show the project name and number, name



of bidder and the date and time when bids are due. Once received by the BMHA, bids will not be returned.

- All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful respondent(s) may become part of any contract award at the sole discretion of the Authority.
- Facsimile offers, modifications or withdrawals will not be considered.
- Negative or zero prices will cause the whole submission to be deemed a non-responsive submission.
- The PHA/HA may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

### **1.9 Late Submissions, Modifications, and Withdrawal of Offers**

- Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

### **1.10 Evaluation of Bids**

- The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this Request for Proposal shall be at the absolute sole discretion of the Authority. In addition, multiple awards may be made.

### **1.11 Responsibility of Prospective Contractor**

- The BMHA 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:
  - Have adequate financial resources to perform the contract, or the ability to obtain them;
  - Have a satisfactory performance record;
  - Have a satisfactory record of integrity and business ethics;
  - Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
  - Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible contractors are available for inspection.
- Before a bid is considered for award, the offer may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the bidder to provide additional information may render the bidder ineligible for award.

### **1.12 Negotiations with Selected Bidder**

The Authority reserves the right to negotiate any parts of these specifications with the successful bidder.

### **1.13 Contract Award**

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to the BMHA provided the bid complies with all conditions of the Request for Proposal (RFP). The BMHA reserves the right to reject any and all bids and to waive any informality in the

solicitation. The BMHA is prohibited from making an award to firms (including subcontractors) or any individuals that are on the list of firms ineligible to receive awards from the United States Governments, as furnished by HUD.

#### **1.14 Contract Term**

The contract term is for one (2) years, effective August 1<sup>st</sup>, 2016 thru July 31<sup>st</sup>, 2018, with the Authority having the option to renew for an additional (3) years at no additional cost to the Authority, effective August 1<sup>st</sup>, 2016 thru July 31<sup>st</sup>, 2021

#### **1.15 Review of Services for Renewal**

Prior to the end of the twelfth (12<sup>th</sup>) month of the initial Contract BMHA will evaluate the Contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**

By mutual consent of BMHA and the Contractor, the Contract may be renewed for one (1) additional twelve (12) month period ending July 31<sup>st</sup>, 2018. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday thru Friday) of the calendar month in which the current contract period expires. It is understood and agreed that the Contract may be renewed only at the same prices and under the same conditions governing the original Contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the Contract at the end of the current contract period.

#### **1.16 Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the BMHA by obtaining written and dated acknowledgement of receipt from the BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for receipt of bids or bids, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of the BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

#### **1.17 Notice of Award**

All bidders will be notified by mail of the BMHA's selection as soon as possible. A successful bidder will be issued a Notice of Award.

The resulting contract will be an indefinite quantity type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

#### **1.18 Commencement of Work**

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

### **1.19 Cost of Producing Bid**

The costs of producing bid are the responsibility of the bidder. The BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any offer.

### **1.20 Submission Conditions**

**Do not fold or make any additional marks, notations or requirements on the documents to be submitted!** Bidders are not allowed to change the Conditions or Specifications contained herein by making or entering onto 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 BMHA by the bidder, such may invalidate that bid. If, after accepting such a bid, BMHA decides that any such entry has not changed the intent of the bid that BMHA intended to receive, BMHA may accept the bid and the bid shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

### **1.21 Qualifications of Bidders**

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. BMHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

### **1.22 Public Records**

Bidders acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a bid includes proprietary data, trade secrets, or information the bidder wishes to except from public disclosure, then the bidder must specifically label each page containing such data, secrets, or information as follows:

#### **“PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION**

To the extent permitted by law, information labeled by the bidder as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of bids, (b) selection of a bidder pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the bidder selected.

**Neither a bid, in its entirety, nor the cost section of a bid will be considered confidential / proprietary. Any bid marked as such will be deemed non responsive and eliminated from further consideration.**

### **1.23 Suspended / Debarred**

The Authority will reject the qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the bid of any respondent who has previously failed to perform any contract properly for the Authority.

### **1.24 Key Personnel**

The key personnel specified by the successful bidder will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason, the contractor shall notify the Authority in writing at least thirty (30) days in advance and shall submit

justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before of after contract award, without written permission from the Authority.

### **1.25 Prevailing Wage**

The contractor must comply with prevailing wage requirements and U.S. Department of HUD General Conditions (HUD form – 5370).

### **1.26 Assignments**

Unless otherwise agreed to by BMHA's contracting officer, the contractor shall not assign the contract to any other party.

### **1.27 Termination**

Regarding cancellation rights, please review HUD form 5370-C. Termination may occur for (but is not limited by) the following reasons:

- Contractor fails to perform any provisions within the contract
- Contractor fails to supply ample skilled workmen
- Contractor disregards any laws, ordinances, rules or regulations
- HUD funding to the authority is curtailed or reduced
- The convenience of the Authority

### **1.28 MBE/FBE/Section 3**

The Authority has established a goal of 30% Section 3, 20% minority business enterprise (MBE) and 5% female business enterprise (FBE) for contracts exceeding \$10,000. **Please indicate the MBE/FBE/Section 3 percentage for your company on the proposal form.**

### **1.29 Laws to be observed**

Bidder warrants compliance with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and /or costs associated with such compliance are the responsibility of the bidder and not payable by the Authority.

### **1.30 Licensing Requirements**

Contractor shall maintain all licenses required by local, state and federal laws.

### **1.31 Hold Harmless Clause**

The bidder will hold BMHA harmless from any and all negligent actions the bidder or their employee/s cause.

### **1.32 Reasonable Care**

Contractor agrees to use reasonable care at all times while on the Authority property taking care not to damage buildings, etc. Any property noticed to be damaged on day of service, if witnessed, will be the contractors' responsibility.

### **1.33 Breach of Contract**

Any breach of this contract will result in the Authority withholding payment to the bidder until satisfactory results are obtained

### **1.34 Complaints**

All complaints concerning unfinished or unsatisfactory work will be forwarded to the contractor by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its option, have the work completed in another manner and the cost of such work shall be deducted from the payment of the contractor.

### **1.35 Compensation**

The contractor is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

- Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

### **1.36 Final Payment**

Contractor will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

### **1.37 Resident Council Meetings**

Contractor shall attend resident council meetings as requested by BMHA.

### **1.38 Pre Bid Conference**

There will not be a pre-bid conference with this RFP

### **1.39 Property Damage**

Contractor is to take extreme care not to damage or destroy the Authority or resident's property, including but not limited to personal, building and vehicles. Should any damage be determined, the contractor is expected to settle the loss in an expeditious and professional manner.

### **NOTE:**

**Each bidder may visit the site of each of the listed subdivisions and fully acquaint oneself with the conditions relating to the property to be serviced, so that they may fully understand the facilities difficulties and restrictions. The failure or omission of any bidder to visit each subdivision site shall in no way relieve any obligation to the bid or contract.**

## 2.0 Specifications

1. **Container Type:** Containers are to be front-loader type, with metal or plastic lids and side access doors (except where indicated), and are to be furnished by the bidder. **NOTE:** Different type of container for OH15-14/OH15-17.
2. **Container Maintenance:** Containers are to be kept in good working order at all times, to be cleaned, painted and deodorized, when necessary, as determined by either the dumpster company or the BMHA. The containers will be clearly marked with “NO PARKING” signs on the outside.

**NOTE:** The contractor is responsible for maintenance and repair of all containers regardless of whether owned by the Authority or the contractor.

3. **Contract Price:** Price is to be based on the dumpster size and pickups each week for each location (except where noted). The preference in pickup dates and times being Friday and Monday, between 9:00 a.m. and 6:00 p.m. (except where noted). This flat monthly price shall be stipulated as such on a monthly basis for each location to be billed accordingly.
4. Contractor must submit bid on the forms provided by the Housing Authority.
5. BMHA will **not** entertain fuel surcharges.
6. Present consideration is to be for the following locations, number and size of containers:

NO.	SUBDIVISION NAME	DUMPSTER CAPACITY/ QUANTITY	NO. WEEKLY PICKUPS	LOCATION
51-1	Bambo Harris	30 c.y.	7 times monthly (as requested)	Hamilton
52-2	Riverside	8 6 yard	3/MWF	Hamilton
53-3	Henry Long	1 8 yard	3/MWF	Hamilton
56-41	Townhomes West	6 6 yard (No side access)	2/MF	Middletown
56-43	Townhomes East	4 6 yard (No side access)	2/MF	Middletown
55-43	The Townhouse	1 6 yard (No side access)	3/MWF	Middletown

NO.	SUBDIVISION NAME	DUMPSTER CAPACITY/ QUANTITY	NO. WEEKLY PICKUPS	LOCATION
55-43	The Townhouse	30 c.y.	7 times monthly (as requested)	Middletown
55-5	Ross Hunt	1 8 yard	3/MWF	Middletown
57-6	Concord Green	1 6 yard (No side access)	2/MF	Middletown
57-7	Freedom Court	6 6 yard (No side access)	3/MWF	Middletown
57-7	Midtonia	4 6 yard (No side access)	2/MF	Middletown
56-8	Jackson Bosch	3 6 yard	3/MWF	Hamilton
53-12	Dayton Lane	1 2 yard (compactor box)	1/Mon	Hamilton
52-14	Dayton Lane	1 6 yard	1/TUE	Hamilton
54-17	Petty Plaza	1 2 yard (compactor box)	3/MWF	Hamilton
54-17	Petty Plaza	1 8 yard	3/MWF	Hamilton
C.O.	Kimmons Center	1 4 yard	2/TTh	Hamilton

As stated on the bid form, the Authority anticipates having both 30-yard dumpsters emptied seven (7) times per month at the request of the Authority. Any request above the seven (7) time limits in the contract must be pre-approved by the Authority on a separate purchase order.

**ADDRESS OF PROJECTS:**

Bambo Harris  
60 Hanover Drive  
Hamilton, OH 45011

Riverside Homes  
60 Hanover Drive  
Hamilton, OH 45011

Henry Long Tower  
150 S. "B" Street  
Hamilton, OH 45011

Townhomes West  
1820 S. Main Street  
Middletown, OH 45042

Townhomes East  
1937 Minnesota-18<sup>th</sup> Avenue  
Middletown, OH 45042

The Townhouse  
600 N. Verity Pkwy.  
Middletown, OH 45042

J. Ross Hunt Tower  
112 S. Clinton Street  
Middletown, OH 45042

Concord Green  
601-627 Concord Avenue  
Middletown, OH 45042

Freedom Court  
F.C. off Breiel Blvd.  
Middletown, OH 45042

Midtonia Village  
Off of Sutphin  
Middletown, OH 45042

Jackson Bosch  
Timberhill Dr. off Millville  
Hamilton, OH 45013

Dayton Lane Gardens  
122 N. 6<sup>th</sup> Street  
Hamilton, OH 45011

Mark C. Petty Plaza  
115 Knapp Drive  
Hamilton, OH 45013

Kimmons Admin. Center  
4110 Hamilton-Middletown Rd.  
Hamilton, OH 45011



### 3.0

## Submission Requirements

- MBE/WBE: BMHA strongly encourages minority owner and women owned businesses to respond to this RFP. Also, small businesses are encouraged to respond.
- Section 3: BMHA encourages respondents to hire housing authority or low- income residents of Hamilton and Middletown, Ohio.
- Executed Non-Collusive Affidavit
- Executed HUD form 5369-A
- Executed HUD form 2992
- Executed HUD-5369-C Certifications and Representations of Bidders Non-Construction Contract form
- Form of Bid Exhibit A
- **Three (3) references of previous work similar to this project and show company name, contact person, address, phone and fax number, and email address.**

## **4.0 EVALUATION AND SELECTION CRITERIA**

Proposals received in response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the proposals submitted. The Authority will select the winning respondent based upon the following evaluation criteria and the Authority's particular needs.

Cost	30 points
Reliability and Dependability	20 points
Experience	20 points
Capacity	15 points
MBE/FBE/Section 3	15 points

**Total 100 Points**

# **EXHIBIT A**

**BID FORM**

**FOR**

**BUTLER METROPOLITAN HOUSING AUTHORITY**

**DUMPSTER/TRASH REMOVAL SERVICE**

**SUBMITTED BY:** \_\_\_\_\_  
Contractor

**Submitted no later than:**

**10:00 A.M. (Local Time)**

**May 26, 2016**

**AT THE OFFICE OF:**

**BUTLER METROPOLITAN HOUSING AUTHORITY  
4110 HAMILTON-MIDDLETOWN ROAD  
HAMILTON, OH 45011**

**BID FORM #1****DUMPSTER/TRASH REMOVAL SERVICE****GENERAL NOTES:**

1. All bids must be submitted on the forms provided by the Housing Authority.
2. Do not alter the wording of this proposal.
3. Submit completed Proposal Form along with all other required information in a sealed envelope plainly marked "Bid for Dumpster/Trash Removal Service."

The Authority anticipates having both 30-yard dumpsters emptied seven (7) times per month at the request of the Authority. Any request above the seven (7) time limits in the contract must be pre-approved by the Authority on a separate purchase order.

NO.	SUBDIVISION NAME	DUMPSTER QUANTITY/ CAPACITY	NO. WEEKLY PICKUPS & DAYS	LOCATION	MONTHLY COST
51-1	Bambo Harris	30 c.y.	7 times monthly (as requested)	Hamilton	_____
52-2	Riverside	8 6 yard	3/MWF	Hamilton	_____
53-3	Henry Long	1 8 yard	3/MWF	Hamilton	_____
56-4A	Townhomes West	6 6 yard (No side access)	2/MF	Middletown	_____
56-4B	Townhomes East	4 6 yard (No side access)	2/MF	Middletown	_____
55-4C	The Townhouse	1 6 yard (No side access)	3/MWF	Middletown	_____
55-4C	The Townhouse	30 c.y.	7 times monthly (as requested)	Middletown	_____
55-5	Ross Hunt	1 8-yard	3/MWF	Middletown	_____
57-6	Concord Green	1 6 yard (No side access)	2/MF	Middletown	_____
57-7	Freedom Court	6 6 yard (No side access)	3/MWF	Middletown	_____
56-8	Midtonia	4 6 yard (No side access)	2/MF	Middletown	_____

NO.	SUBDIVISION NAME	DUMPSTER QUANTITY/ CAPACITY	NO. WEEKLY PICKUPS & DAYS	LOCATION	MONTHLY COST
53-12	Jackson Bosch	3 6 yard	3/MWF	Hamilton	_____
52-14	Dayton Lane	1 2 yard (compactor box)	1/Mon	Hamilton	_____
52-14	Dayton Lane	1 6 yard	1/Tue	Hamilton	_____
54-17	Petty Plaza	1 2 yard (compactor box)	3/MWF	Hamilton	_____
54-17	Petty Plaza	1 8 yard	3/MWF	Hamilton	_____
C.O. Kimmons Center		1 4 yard	2/TTh	Hamilton	_____
<b>TOTAL MONTHLY PRICE</b>					_____

Please indicate the MBE/FBE percentage for your company:

MBE \_\_\_\_\_%

FBE \_\_\_\_\_%

**RECEIVED**

Received Addendum No. \_\_\_\_\_

Received Addendum No. \_\_\_\_\_

**CERTIFICATIONS:**

**SIGNED & ATTACHED**

Non Collusive Affidavit \_\_\_\_\_

Signed and attached to bid form (HUD-2992) \_\_\_\_\_

Signed and attached to bid form (HUD-5369-A) \_\_\_\_\_

Signed and attached to bid form (HUD-5369-C) \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

REPRESENTING: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

(Late bids will not be received. The time for the bid opening is established by the lobby date/time machine)

# **EXHIBIT B**



**Request For Proposal (RFP) NO. 16-01 Trash Removal Services**

**PROFILE OF FIRM FORM  
(Attachment C)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

- (1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) Please attached a brief biography/resume of the company, including the following information:  
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (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 No. 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 No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Bidder 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    ☐ Woman-Owned    ☐ Disabled    ☐ Other (Specify):  
                          (MBE)                      (Caucasian)                      Veteran                      \_\_\_\_\_%  
                          \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID - ENTER IF AVAILABLE)

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Company \_\_\_\_\_

Request For Proposal (RFP) NO. 16-01 Trash Removal Services

**PROFILE OF FIRM FORM**  
**(Attachment C)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (11) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (12) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (13) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (14) 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 \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (17) Verification Statement: The undersigned bidder 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 HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Butler Metropolitan Housing Authority (2016)

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



Ohio Department of Public Safety  
DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

#### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

**Terrorist Exclusion List**

As of July 20, 2006

**U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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**U.S. Department of State Terrorist Exclusion List**

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AI/)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

**U.S. Treasury Department's Designated Charities and Potential Fundraising  
Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)



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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)  
American Friends of the United Yeshiva (Kahane Chai and Kach)  
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)  
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

# Certifications and Representations of Offerors

## Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### **4. Organizational Conflicts of Interest Certification**

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### **5. Bidder's Certification of Eligibility**

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.  
(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### **6. Minimum Bid Acceptance Period**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### **7. Small, Minority, Women-Owned Business Concern Representation**

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

#### **8. Indian-Owned Economic Enterprise and Indian Organization Representation** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

## Non Collusive Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first sworn, deposes and

says: That he is \_\_\_\_\_ (president, sole owner, partner, etc.) of

\_\_\_\_\_ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

Signature of Bidder: \_\_\_\_\_ (if individual)

Signature of Bidder: \_\_\_\_\_ (if partnership)

Signature of Bidder: \_\_\_\_\_ (if corporation)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_ (Notary Public), My commission expires

\_\_\_\_\_, 201\_\_