

SOLICITATION Request for Proposals

TYPE: RFP RFP #25-05

NUMBER:

DESCRIPTION: Lawn Care Services

ISSUE DATE: Jan 12<sup>th</sup>, 2026

**PROPOSAL DUE DATE & TIME: Feb 17<sup>th</sup>, 2026 by 10:00 am**

SUBMIT PROPOSAL TO: [Ebid@gdpm.org](mailto:Ebid@gdpm.org)  
Or  
Greater Dayton Premier Management  
400 Wayne Avenue  
Dayton Ohio 45410

DIRECT INQUIRIES TO: [procurement@gdpm.org](mailto:procurement@gdpm.org)

**\*\*\*Submitting a response to this RFP on or before the stated date and time will be the sole -responsibility of the respondent\*\*\***



DAYTON METROPOLITAN HOUSING AUTHORITY  
dba  
GREATER DAYTON PREMIER MANAGEMENT  
400 WAYNE AVENUE  
DAYTON OH 45401-8750

RFP  
REQUEST FOR PROPOSALS

#25-05

Lawn Care Services

Prepared by: Greater Dayton Premier Management  
400 Wayne Avenue  
Dayton, Ohio 45410

## Contents

<b>1.0 REQUIREMENTS &amp; SPECIFICATIONS</b> .....	<b>4</b>
Project Overview .....	4
Term .....	4
Scope of Services .....	4
List of Services - MANDATORY .....	4
Additional Requirements .....	6
<b>2.0 GENERAL INFORMATION</b> .....	<b>6</b>
Contractor Disclosures .....	6
Conflict of Interest .....	6
Contractor Examination of the RFP .....	7
Changes to RFP .....	7
Availability of Funds .....	7
Non-Appropriation Clause .....	7
Right to Terminate .....	7
Holidays .....	7
<b>3.0 TERMS &amp; CONDITIONS</b> .....	<b>8</b>
Type of Contract .....	8
Contract Period .....	8
Confidentiality & Security .....	8
<b>4.0 SUBMITTING PROPOSALS</b> .....	<b>8</b>
Preparation of Proposal .....	8
Proposal Cost .....	9
False or Misleading Statements .....	9
Contractor Representative's Signature .....	9
Delivery of Proposals .....	9
Acceptance and Rejection of Proposals .....	9
Withdrawal of Proposal .....	9
Evaluation and Award of Contract .....	9
Preliminary Proposal Review .....	10
<i>Initial Review</i> .....	10
Contractor Selections .....	11
Post-bid Meeting .....	11
Proposal Selection .....	11
<b>5.0 Evaluation Criteria</b> .....	<b>12</b>
<b>6.0 EXHIBITS</b> .....	<b>14</b>

# 1.1 REQUIREMENTS & SPECIFICATIONS

## Project Overview:

Greater Dayton Premier Management (GDPM) is seeking proposals from qualified companies to provide lawn care, landscaping and seasonal services for all Asset Management Properties (AMP’s).

## Term:

The proposed pricing will remain in effect from the date of contract commencement for a 12-month period or upon exhaustion of the total contract amount for the 12-month period. Contractor is to provide pricing per category item for the initial contract year and four (4) twelve (12) month renewal option. Renewal of an optional period to be at the discretion of the Authority.

## Scope of Services:

The contractor(s) shall be prepared to perform the following services, according to the work schedule outlined in the specifications below. The contractor(s) shall provide the management, supervision, manpower, and equipment necessary to provide the lawn care services, as detailed in this solicitation. The Contractor(s) will also supply grass seed, fertilizer, lime, pine needles, mulch, and herbicides needed.

Contractor must provide individual pricing for each service listed below. The individual pricing will be based on the specified quantity providing for an increase or reduction to quantity as needed but ensuring the average cost for the service. The contractor must provide all materials, equipment, labor and any other related items. GDPM reserves the right to inspect all materials, equipment and credentials for labor providing services at AMPs and/or Portfolios prior to and after contract award. Contractor may print additional Cost Price AMP forms (attachments) for each service year as follows:

Year 1	Year 2 (Option #1)	Year 3 (Option #2)	Year 4 (Option #3)	Year 5 (Option #4)
April 2026-March 2027	April 2027-March 2028	April 2028-March 2029	April 2029-March 2030	April 2030-March 2031

## Timeline:

Date	Action
<b>Issue Date</b>	Jan 12 <sup>th</sup> , 2026
<b>Pre-Bid Meeting</b>	Jan 27 <sup>th</sup> , 2026 @ 10AM, 400 Wayne Ave
<b>Questions from Contractors Due</b>	Feb 2 <sup>nd</sup> , 2026: BY 12:00 PM
<b>Responses from GDPM to Be Posted By</b>	Feb 9 <sup>th</sup> , 2026: BY EOB
<b>Proposals Due</b>	Feb 17 <sup>th</sup> , 2026: BY 12:00 PM
<b>Anticipated Award Announcement</b>	March 20 <sup>th</sup> , 2026: BY EOB
<b>Contract Start Date</b>	April 1 <sup>st</sup> , 2026

## List of Services - MANDATORY

**#1 - Mow all grass areas on a property, cost based on 20 mows per season (list price per cut)**

**\*services to begin no earlier than April 1st, and no later than April 8<sup>th</sup> of each season**

Trash and litter pick-up and removal from parking lot(s), sidewalks, common area(s), and grass shall be completed prior to each mowing. At no time shall debris be mowed over and left on the lawn.

The Contractor **MAY** use GDPM dumpster for the disposal of unwanted items found on the grounds.

Grass areas should be mowed according to the specifications below, edged and weeding of borders

and edges.

String trimming to be done on all grass areas not accessible with mowing equipment and/or in the event the grass exceeds 4" in height due to the rainy season.

Clippings are to be removed from the lawn and promptly blown off concrete and asphalt areas, including but not limited to, sidewalks, drives and parking lots after mowing and trimming. GDPM dumpsters **may NOT** be used to dispose of the clippings.

From contract begin date to September 15, the mower blade setting will be 2 ½". The grass height shall not exceed 3 ½" between mowing and contractor shall not allow grass to exceed 4" before mowing. If rainy conditions restrict the mowing process and the grass exceeds 4" in height, the grass shall be cut with a string trimmer to less than 4" in height before mowed.

September 16, through November 30, the mower blade settings will be 2" and the grass height shall not exceed 3" between mows. At no time shall the grass exceed 4" in heights.

**The selected lawn care service provider will provide a weekly schedule to Maintenance Supervisor or designee. In the event of adverse weather conditions (rainy or extremely dry weather conditions) lawn services will not be completed.**

**If the Community Manager or Maintenance Supervisor elects to delay services the Contractor will be provided a written 24-hour advance notice of the delay.**

**#2 – Edging of all exterior, common area sidewalks, cost based on 2 times per year (list price per edge) \*services to commence no sooner than April 1<sup>st</sup>, and no later than May 15<sup>th</sup>, of each year, for the first event and no sooner than July 15<sup>th</sup> and no later than August 15<sup>th</sup> of each contract period for the second event.** Edging of all concrete and asphalt areas, sidewalks, curbs and drives, beginning with the first mow of the season. When completing string trimming, vendor must invert edger to ensure curb appeal.

**#3 – Fertilization – First application to be applied no sooner than April 1<sup>st</sup> and later than April 30<sup>th</sup>, the second application no sooner than June 1<sup>st</sup> and no later than June 30<sup>th</sup>.**

The contractor will supply and apply fertilization to all common area grass 3 times per year. SPRING WEED & FEED, based on 2 applications. The application will be a formula of 47-3-3 application rate, as well as the optimum time of application, will be as per the manufacturers' recommendations printed on the bag or label.

FALL WEED AND FEED, **one time per season, application no sooner than October 1<sup>st</sup> and no later than October 15<sup>th</sup>.** The application will be a formula of 47-0-0 application rate, as well as the optimum time of application, will be as per the manufacturers' recommendations printed on the bag or label. Fertilization must be completed by a licensed company. USDA Applicator License. This prevents companies from using "Retail Type" weed and feed. They must provide copy of license. Reseed grassed areas where needed.

#### **#4 - Weed control**

The Contractor will ensure the asphalt and concrete areas, sidewalks, parking lots, mulch beds and common areas are weed and grass free ***at all times***. For asphalt, concrete, walkways, sidewalks contractor may use round up or equal. However, in the beds, GDPM recommends a product like PREEN or equal and hand/equipment weeding of the beds so to ensure other plant material is not disturbed

**#5 - Shrub/Tree trimming, shaping and pruning, cost based on 2 times per year (list price per edge).**

All shrub and ground cover will be shaped or sheared evenly in accordance with GDPM standards for the greatest curb appeal effect. This service should also include removing any invasive plant items (i.e. Honey Suckle, Poison Oak etc.) GDPM site staff to determine acceptable height for trees and bushes. Hand pruning in combination with thinning of old growth shall be used to promote plant growth and health. All shrubs and overgrowth are to be trimmed at least 12” back off of buildings, fencing and GDPM property lines.

**List of Services - OPTIONAL**

Optional services may be provided based on the contract cost listed under the Cost Price AMP Form. The Sr. Manager of Asset Management and/or Vice President of Programs may determine the need for additional mandatory services. All optional services and/or *additional* mandatory services will require a GDPM Purchase Order.

**#6 - Leaf Removal, cost per event**

On an ongoing basis leaves will be considered a normal part of the clean-up process and the Contractor will be responsible for the period of October through November to ensure removal of fallen leaves year end leaf proper disposal. The proper disposal **may not** include use of the GDPM dumpster.

**#7 – Mulch – if selected, service to be performed no sooner than April 1<sup>st</sup> and no later than April 30<sup>th</sup>**

Install a minimum of 2” of treated mulch in all beds at the entrances and around trees at each location. Mulch must be treated and colors verified by Community Manager.

Cost per:	Black Gold	\$ _____
	Brick Red	\$ _____
	Playground Mulch	\$ _____

**#8 – Miscellaneous Services – Property Specific**

- A. Dayton View Commons – If a property becomes vacant GDPM may request contractor to provide a mowing services. Price will be based on contractor price list under the Cost Price AMP Form.
- B. Cleaning of Water Retention Area (Wolf Creek only), cost per event
- C. Flowers – perennials (day lilies, hostas, mums – based on lots of 50 plants
- D. Grasses & ornamental landscaping – based on lots of 50 plants
- E. Trees suckers removed
- F. Tree canopies lifted and maintained at a 10’ height
- G. Aeration and Grub Ex Treatment (Windcliff Village)

**Additional Requirements:**

Contractor will provide a weekly schedule to Community Manager and/or Maintenance Supervisor.

Contractor is responsible to provide all mandatory services.

Copies of all certificates of liability and insurance requirements for all representatives of the contractor performing service required. Contractor to provide credentials of staff or applicable licenses.

Contractor to provide list of equipment inventory associated in the performance of the services listed. Contractor will be responsible to provide all services listed above. If contractor subcontracts services, it is the responsibility of contractor to ensure all services meet GDPM standards. A copy of all subcontracts must be provided to GDPM (i.e., fertilization and mulching) five business days following notice to proceed. Seven days following contract award, the contractor shall provide on Company letterhead the following;

**Name of employee(s), Work Classification(s), Wage, Fringe Benefits, Job Description(s)**

**Holidays**

GDPM recognizes the following holidays as vacation days for its employees (if holiday below falls on a Saturday GDPM is off Friday and if holiday is on Sunday GDPM is off on Monday): Holidays are not excluded for the services listed under the Scope of Work.

- |                                  |                        |
|----------------------------------|------------------------|
| New Year’s Day                   | Labor Day              |
| Martin Luther King, Jr. Birthday | Veteran’s Day          |
| President’s Day                  | Thanksgiving Day       |
| Good Friday                      | Day after Thanksgiving |
| Memorial Day                     | Christmas Eve          |
| Juneteenth                       | Christmas Day          |
| Independence Day                 |                        |

**2.0 GENERAL INFORMATION**

**Introduction**

The mission of GDPM is “to provide low to moderate income residents of Montgomery County access to decent, safe, affordable housing and to advocate on behalf of our clients on community issues and services that affect their ability to secure and maintain housing”.

GDPM is committed to a goal of 15 percent of all professional services contract funds being awarded to Minority Business Enterprises (MBEs: MBE/DBE/SBE/WBE/VBE/EDGE). The firms submitting are encouraged to include MBE participation to the maximum extent possible.

The agency is also committed to its Section 3 participation goal for all professional service contracts, which constitutes 3 percent of the total contract amount. The successful proposer should show their effort in meeting these goals “to the greatest extent feasible.”

The Competitive Negotiation Process or Award without Discussion will be used to select the contract award, beginning with the highest ranked firm. GDPM reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to GDPM, not necessarily the lowest price.

**Contact Person:** Procurement@GDPM.org, (937) 910-7500

**Contractor Disclosures**

Contractor must provide disclosure of any pending or threatened court actions and/or claims against the Contractor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

**Conflict of Interest**

No contractor will promise, or give to any GDPM employee anything of value that could influence that employee in their decision on awarding contracts. No contractor will try to influence an employee of GDPM to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

**Contractor Examination of the RFP**

Contractors are expected to be familiar with the entire RFP. The contractor is expected to respond to the

RFP in a manner that makes it clear they understand and have responded to all sections of the RFP. If a contractor discovers any mistakes or omissions in the RFP they must notify GDPM's Contact Person in writing. Clarifications and corrections will be sent to all contractors who have registered with the agency for the RFP.

### **Changes to RFP**

GDPM may make changes to this RFP. These changes will be posted <http://www.gdpm.org/doing-business-with-gdpm/requests-for-proposals.html>.

### **Availability of Funds**

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The contractor will be notified at the earliest possible time. GDPM is not required to compensate the contractor for any expenses incurred as a result of the RFP process.

### **Non-Appropriation Clause**

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

### **Right to Terminate**

Both parties reserve the right to terminate the depository contract entered into as a result of this RFP for any reason or for no reason upon giving 180 days written notice. GDPM further reserves the right to terminate the depository contract without notice for non-performance by Depository of any of the contract requirements, thirty (30) days after providing specific written notification of the deficiency. State and local law govern this RFP and any depository contract resulting from it. In the event there is a conflict between the terms of this RFP or any contractual term or condition, state and local law shall control and shall have the effect of making void the conflicting term or condition

## **3.0 TERMS & CONDITIONS**

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

### **Type of Contract**

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the contractor's proposal, and all other agreements that may be reached. For services outlined in this RFP, GDPM intends to award a contract. The contract will contain maximum dollar limits of services that may be performed under this contract. At no time, during the length of the contract the contractor may change the pricing submitted in response to this RFP. Failure to do so will signify breach of contract.

The contractor is normally responsible for the execution of the project/program and contract requirements.

If the contractor proposes a different type of approach, describe the contractual protection offered to ensure successful implementation of the project. If contractor proposes a multi-contractor or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful contractor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

### **Contract Period**

The proposed pricing will remain in effect from the date of contract commencement for a 12-month period  
RFP 25-05 Lawn Care Services

or upon exhaustion of the total contract amount for the 12-month period. Contractor is to provide pricing per category item for the initial contract year and four (4) twelve (12) month renewal option. Renewal of an optional period to be at the discretion of the Authority.

A contract will be in effect for a period the periods stated above unless otherwise terminated or funds are exhausted. The contractor can claim payment only for services already provided, in amount determined by the negotiated rate. Reimbursement by GDPM is made within 30 days of receipt of invoices and any required documentation.

#### **Billing and Payment:**

Unless otherwise agreed to by the parties, the charges assessed shall be billed by Contractor and paid by the GDPM on an annualized basis. **Reimbursement by GDPM is made within 30 days of receipt of invoices and any required documentation.** Invoices must be issued on the last calendar day of each service month and mailed with attention to Accounts Payable (GDPM Central Office location).

At no time will the payments be allowed to exceed work performed or the dollar amount of the contract.

#### **Confidentiality & Security**

Any contractor that has access to confidential information will be required to keep that information confidential.

### **4.1 SUBMITTING PROPOSALS**

#### **Preparation of Proposal**

Proposals must portray a clear picture of the contractor's qualifications to provide the services required in the RFP. The contractor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of GDPM to use. All proposals will be considered public information and will be open for inspection.

#### **Proposal Cost**

The cost of creating proposals is the responsibility of the contractor and shall not be chargeable to GDPM. The contractor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 180 days after the proposal submission date.

#### **False or Misleading Statements**

Proposals containing false or misleading statements may be rejected.

#### **Contractor Representative's Signature**

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the contractor's organization. Any and all unsigned proposals will be rejected.

### **Delivery of Proposals**

Contractors can submit their proposals, by the due date and time to [Ebid@gdpm.org](mailto:Ebid@gdpm.org) or they can drop off their proposal, by the due date and time, to GDPM, Attn: Procurement, 400 Wayne Ave Dayton OH 45410. The completed submission package must be received by **12:00 p.m. Eastern Standard Time, on Tuesday, February 17th, 2026.** The original and all copies of the submission package must be labeled with the Respondents name, address, telephone number, e- mail, due date and RFP title: **“RFP 25-05: Lawn Care Services”** Proposals received after the deadline **will not** be considered. If mailed, the contractor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes or electronically mailed proposals **will not** be accepted. All contractors must carefully review their final proposals. Once opened, proposals cannot be changed; however GDPM may request information or respond to inquiries for clarification purpose only.

All contractors submitting a proposal must agree to honor the terms and conditions contained herein for a period of one-hundred and eighty (180) days.

### **Acceptance and Rejection of Proposals**

GDPM reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of GDPM staff, GDPM Chief Executive Officer and GDPM’s Board of Housing Commissioners shall be final

### **No Proposal**

If a respondent wishes to remain on the contractor’s mailing list, but is not submitting a proposal, the “No Proposal/Offer” form (contained in this Solicitation) must be returned by the stated proposal closing date. Mark the form “No Proposal” and explain the reason for not submitting. Failure to respond three times in succession, without justification, shall be cause for removal of the contractor’s name from our mailing list.

### **Withdrawal of Proposal**

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

### **Evaluation and Award of Contract**

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. GDPM reserves the right to negotiate an agreement with individual (s), firm(s), or organization (s) that provides the greatest benefit to GDPM, not necessarily the lowest price. Firms in the competitive range **will** be required to be interviewed by GDPM Senior Management.

GDPM will select the respondent that is the most advantageous to GDPM based upon the evaluation criteria stated herein. GDPM reserves the right to negotiate price and other factors with any acceptable respondent.

GDPM reserves the right to waive any minor irregularity or technicalities in the proposals received. GDPM reserves the right to award without discussion (s) and may make an award to multiple contractors. The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee. Once the proposals have been evaluated, GDPM will negotiate with the Respondent (s) who falls within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee. Once negotiations are completed, GDPM shall establish

a common date and time for the submission of the Best and Final Offer (BAFO).

If a Respondent does not submit a notice of withdrawal or best and final offer, the Respondent's previous offer shall be construed as its best and final offer.

### **Preliminary Proposal Review**

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

### **Initial Review**

Proposals in response to the RFP must meet the following requirements:

- The proposal must be received by email or at the address indicated in the RFP no later than **12:00 p.m. Eastern Standard Time, on Tuesday, February 17th, 2026.** Proposals that are not received at the designated address by the specified date will be rejected.
- Proposal signed by authorized contractor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not pass such review will be filed as rejected.

### **Final Review**

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of GDPM staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the contractor. Such information requests and contractor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.
- Selected responders will be expected to discuss their proposals with GDPM Senior Management prior to final selection. The discussion will be used to clarify responses made to this proposal and to answer any questions that either party may have concerning the proposal

The Review Committee members may request information from sources other than the written proposal to evaluate contractor's programs. Other sources of information may include oral presentations by contractors, written responses to clarifying questions posed by the Review Committee, and contractor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized contractor's rankings will be maintained on file by GDPM. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all contractors who submitted a proposal. In awarding the contract, GDPM's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;
- Strength and stability of the contractor to provide the requested services;
- Ability to meet the project/program time lines;
- Overall responsiveness and completeness of the bid proposal as well as the likelihood that, in GDPM's opinion and at GDPM's discretion, the bid proposal best meets or exceeds GDPM's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by GDPM and demonstrated by the bid proposal or investigation by GDPM; and

- Experience with a similar project/program of comparable size and scope

Contractor finalists will be notified of their non-selection immediately after the preferred contractor is notified. If the successful contractor fails to execute the contract, GDPM may award the contract to another contractor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between GDPM and the contractor.

### **Contractor Selections**

GDPM reserves the right to make an award based solely on the Respondent or to negotiate further with one or more contractors. The contractor(s) selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

### **Post-bid Meeting**

If a contractor wishes to discuss the selection process, the request for a meeting and the explanation for it must be in writing within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent the contractor and addressed to the GDPM Contact Person.

### **Proposal Selection**

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- All proposals will be evaluated based on the criteria in the RFP.
- Based upon the results of the evaluation, GDPM will select a proposer for the service(s) who it determines to be the top rated, responsive and responsible proposer.
- GDPM works with the proposer who was selected to finalize the details of the contract document.
- If GDPM determines that GDPM and the contractor are unable to successfully come to terms regarding the contract, GDPM reserves the right to terminate contract discussions with the proposer. If this happens, GDPM reserves the right to select another candidate from the proposal process, cancel the RFP or reissue the RFP if this is deemed necessary.

### **5.0 Evaluation Criteria**

The professional services selective process will involve the ranking of Contractor by the appointed GDPM evaluation committee. In no circumstance a proposer shall contact any members of the evaluation committee or any GDPM employee besides the Contact Person specified in this proposal; failure to do so will more than likely result in removal of the proposer from the evaluation process.

The evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

## EVALUATION CRITERIA

NO.	FACTOR	MAXIMUM POINTS
1	The <b>PROPOSED COSTS</b> will be evaluated through a careful analysis of respondents approach and ability to perform the work at minimum cost to GDPM.	20
2	<b>PROVIDE</b> a brief statement for services listed under items 1 – 9 of scope of service, statement is not to exceed 75 words for <b><i>each item</i></b> , indicating the plan to complete the scope of services.	10
3	<b>Organizational Capacity: PROVIDE</b> a brief statement on organizational capacity of staff, specialists’ and consultants’ experience and qualifications, and their ability to perform the work in a timely and professional manner.	25
4	<b>Relevant Experience and Past Performance: PROVIDE</b> a brief statement describing documented experience and performance successfully completing projects of the similar type.	25
5	<b>Approach and Response to Scope of Service:</b> Respondent’s response and approach to each element of work identified in the Scope of Service will be evaluated and assessed for a clear and prudent plan for performing the work.	10
6	<b>PROVIDE</b> a brief statement not to exceed 100 words indicating the Contractor’s plan to complete the services listed under additional requirements and will performed and provided to GDPM.	10
	<b>TOTAL POINTS</b>	<b>100</b>

<b>Section 3 Participation Points</b>			
<b>Category 1 Business</b>	15 pt.	51% or more of the business is owned by public housing residents of a specific public housing community for which the Section 3 covered assistance is expended	<b>15</b>
<b>Category 2 Business</b>	12 pt.	51% or more of the business is owned by residents of a public housing community or communities within GDPM for which the Section 3 covered assistance is not being expended.	
<b>Category 3 Business</b>	9 pt.	<ul style="list-style-type: none"> <li>• 51% or more of the business is owned by Section 3 eligible residents and/or</li> <li>• Will subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 Section 3 businesses</li> </ul>	
<b>Category 4 and 5 Business</b>	6 pt.	<p>Full time, permanent workforce includes 30% or more of Section 3 eligible residents.</p> <p>An entity selected to carry out HUD Youth Build program in Montgomery County in which Section 3 covered funding is expected.</p>	
<b>Category 6 Business</b>	3 pt.	Joint venture with inclusion of Section 3 business is a form of organization where: Section 3 business is responsible for a clearly defined portion of the work to be performed, holds management responsibilities in the joint venture, performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.	
<b>Total Maximum Points</b>			

**PROPOSAL FORMAT**

Please refer to the “Delivery of Proposals” section for specific instructions on the number and type of proposal copies to submit. To simplify the process for evaluation, and to assure each proposal receives the same review, all responses must be submitted in the following format. Proposals must contain all the items listed. Responses should provide adequate information for reviewers to appropriately score each factor, however be concise in nature so that reviewers can easily find relevant information.

**Proposal sections must be numbered corresponding to the following format and lettering:**

**TABLE OF CONTENTS** The items listed follow the factors listed in the Evaluation Criteria with additional details as follows:

**1. EXECUTIVE SUMMARY & EXPERIENCE/QUALIFICATIONS**

The submission shall include a statement of the Service Provider’s understanding of the project, including reflections on the scope of work and the firm’s ability to meet the anticipated project milestones. Proposals shall describe the proposed project team, including a brief description of team members’ expertise, qualifications and role on the team/project. A resume should be provided for each key member. The submission should also include identification of potential subcontractors who will work on the project, if applicable.

The submission should include information pertaining to the Service Provider's experience working on similar projects (no more than 3). For each project, the summary should include the project client and contact information, a description of the Service Provider's role in the project, project budget and timeframe.

**2. PLANNING & PROJECT MANAGEMENT**

State specifically your intended practices for addressing the items listed in the "Scope of Services." Please cite your organization's commitment to meeting or exceeding the expectations and duties set forth.

**3. SOUNDNESS OF APPROACH:** See the evaluation criteria for details.

**4. TRACKING AND REPORTING/ACHIEVE PERFORMANCE OUTCOMES:** See the evaluation criteria for details.

**5. FEE PROPOSAL** See the evaluation criteria for details.

**6. INSURANCE**

A statement of liability insurance from an accredited insurance company/agent is required. A minimum of \$500,000.00 liability insurance coverage is required should your firm be chosen.

**7. ATTACHMENTS**

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Attachments left out are not required.**

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Attachments left out are not required.**

- Professional Services Quote Form (signed)
- GDPM General Terms & Conditions for Professional Services (reference document)
- HUD 5369 Form & Instructions (signed)
- Certification of Debarment (signed)
- MBE Good Faith (signed)
- Section 3 (signed)
- Equal Employment Opportunity Statement (signed)
- Drug Free Workplace Certification (signed)
- Non-Collusive Affidavit (signed)
- Certificate of Insurance (completed)
- AMP Cost Price Forms (completed)
- Equipment Inventory List (completed)

**LIST OF CONTACTS:**

**Asset Manager: Karla Knox, [KKnox@dmha.org](mailto:KKnox@dmha.org)**

**AMPs 3 & 7 Supervisor: Datalion Culpepper, 937-875-1717, [Dculpepper@dmha.org](mailto:Dculpepper@dmha.org)**

**AMPs 5, 6, & 13 Supervisor: Rob Davis, 937-414-7463, [Rdavis@dmha.org](mailto:Rdavis@dmha.org)**

**AMPs 1, 2, & 13 Supervisor: Ron Robinson, 937-414-7206, [Rrobinson@dmha.org](mailto:Rrobinson@dmha.org)**

**AMP 4 Supervisor: Chris Hamilton, 937-232-6008, [Jhamilton@dmha.org](mailto:Jhamilton@dmha.org)  
[Procurement@dmha.org](mailto:Procurement@dmha.org)**



# AMP 1

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) – Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Play ground Mulch–Optional</b> <i>Item 7 Scope of Service</i>
Grand Hi Rise	465 Grand Avenue, Dayton, OH 45405 (Black Gold)						
Metropolitan Hi Rise	50 Central Avenue, Dayton, OH 45406 (Black Gold)						
Triangle Terrace/Embury Office	2728 Triangleview, Dayton, OH 45414 ((Black Gold and playground mulch)						
40-42 Helena	40-42 E. Helena Street, Dayton, OH 45405 (Black Gold)						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP 2

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) – Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Playground Mulch–Optional</b> <i>Item 7 Scope of Service</i>
Wentworth Hi Rise	2765 Wentworth Avenue, Dayton, OH 45406 (Black Gold)						
Riverside Estates	4011-4068 Iddings, Dayton, OH 45405 (Brick Red and playground mulch)						
Caliph Court & Field	5000-5078 Caliph Court, Dayton, OH 45406 (Black Gold and playground mulch)						
Empty lot next to Caliph Courts	Intersection of Queens and Hickorydale						
Cornell Ridge	Cornell Drive/Gettysburg Ave, Dayton, OH 45406 (Black Gold and playground mulch)						
TOTALS:	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP 3

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory (Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service	Cost per Edge - Mandatory Item 2 Scope of Service	Cost per Fertilization - Mandatory Item 3 Scope of Service	Cost per edge Trim/Prune - Mandatory Item 5 Scope of Service	Cost for Leaf Removal per event (ongoing basis) - Optional Item 6 Scope of Service	Cost for Mulch and Play ground Mulch-Optional Item 7 Scope of Service
Westdale	110 Melba Street, Dayton, OH 45402 (Black Gold and play ground mulch)						
3310 Riverview Ave	3310 W Riverview Ave, Dayton, OH 45406 (Black Gold and playground mulch)						
4602- 4645 Friden Ct	4602-4645 Friden Ct Dayton, OH 45417 (Black Gold)						
48-108 Whitmore	48-108 Whitmore, Dayton, OH 45417 (Black Gold)						
Olive Hills	7505 Bronson St Dayton OH 45417						
Malden -Hollencamp	501/502 Malden & 540 Hollencamp Dayton OH 45417						
Winters	436-440 Winters St Dayton OH 45417						
TOTALS:	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

# AMP 4

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) - Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Play ground Mulch-Optional</b> <i>Item 7 Scope of Service</i>
Mount Crest Court	700 Mount Crest Ct., Dayton, OH 45403 (Black Gold and playground Mulch)						
Wilmington Hi Rise	958 Wilmington Av., Dayton, OH 45420 (Black Gold)						
Woodview Terrace incl. 29 bldgs.	1000-1093 Sunshine Court, Dayton, OH 45403 (Black Gold and playground Mulch)						
Woodview Terrace incl. 29 bldgs.	3577-3610 Fielding Dr. Dayton, OH 45403 (Black Gold and playground Mulch)						
1432 & 1438 Rosemont	1432&1438 Rosemont Blvd., Dayton, OH 45410 (Black Gold)						
1509 Smithville-Monarch	1509 S. Smithville Road, Dayton, OH 45410 (Black Gold)						
Dunbar Manor	1110 Staley Avenue, Dayton OH 45404						
Dunbar Manor	1014 W. Stewart St, Dayton OH 45404						
Watervliet	1204 Watervliet Dayton OH 45410						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						

	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch & Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP #5

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) – Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Playground Mulch–Optional</b> <i>Item 7 Scope of Service</i>
Park Manor Hi Rise	220 Park Manor, Dayton, OH 45410 (black gold)						
Park Manor	200-337 Park Manor, Dayton OH 45410 (black gold)						
Limestone/ Modena	3601-3645 Limestone, Dayton OH 45417 (Black Gold)						
Limestone/ Modena	3620-3628 Modena, Dayton OH 45417 (Black Gold)						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP 6

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune – Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) – Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Play ground Mulch– Optional</b> <i>Item 7 Scope of Service</i>
538 Telford	538 Telford Ave Kettering, OH 45419 (Black gold)						
550 Corona	550 Corona Ave Kettering, OH 45419 (Black gold)						
551 Corona	551 Corona Ave Kettering, OH 45419 (Black gold)						
557 Corona	557 Corona Ave Kettering, OH 45419 (Black gold)						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP #7

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) - Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Play ground Mulch-Optional</b> <i>Item 7 Scope of Service</i>
Desoto Bass	811 Oldfield Avenue, Dayton, OH 45417 (Brick Red and Play Ground Mulch)						
Hilltop	631 Groveland Ave Dayton 45417 (Brick Red & Play Ground Mulch)						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP # 11 DAYTON VIEW COMMONS

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) – Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Playground Mulch–Optional</b> <i>Item 7 Scope of Service</i>
Dayton View Commons High Rise (Full Service)	427 Middle Street Dayton, Ohio 45406 (Black gold Mulch)						
<b>TOTALS:</b>	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP # 11 DAYTON VIEW COMMONS

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

<b>Site Name</b>	<b>Site Address</b>	<b>Cost Per Cut-Mandatory</b> <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	<b>Cost per Edge - Mandatory</b> <i>Item 2 Scope of Service</i>	<b>Cost per Fertilization - Mandatory</b> <i>Item 3 Scope of Service</i>	<b>Cost per edge Trim/Prune - Mandatory</b> <i>Item 5 Scope of Service</i>	<b>Cost for Leaf Removal per event (ongoing basis) - Optional</b> <i>Item 6 Scope of Service</i>	<b>Cost for Mulch and Play ground Mulch-Optional</b> <i>Item 7 Scope of Service</i>
Dayton View Commons	100 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	101 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	102 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	103 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	153 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	155 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	245 Audubon Pk Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	702 N. Broadway Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	704 Broadway Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	802 Broadway Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	804 Broadway Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	803 Easton Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	123 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	125 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	137 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	139 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A

Dayton View Commons	151 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	153 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	207 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	320 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	324 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	336 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	401 Edgewood Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	56 Holt Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	242 Holt Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	402 Holt Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	406 Holt Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	414 Holt Ave. Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	628 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	717 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	719 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	723 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	726 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	728 Meredith Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	514 Middle Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	520 Middle Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	524 Middle Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	526 Middle Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A

Dayton View Commons	519 Negley Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	521 Negley Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	605 Negley Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	639 Negley Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	1202 W. Riverview Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	1248 W. Riverview Ave Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	430 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	435 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	437 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	438 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Dayton View Commons	441 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A
Totals:	APRIL 2026-MARCH 2027		N/A	N/A	N/A	N/A	N/A
	APRIL 2027-MARCH 2028		N/A	N/A	N/A	N/A	N/A
	APRIL 2028-MARCH 2029		N/A	N/A	N/A	N/A	N/A
	APRIL 2029-MARCH 2030		N/A	N/A	N/A	N/A	N/A
	APRIL 2030-MARCH 2031		N/A	N/A	N/A	N/A	N/A

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP # 11 DAYTON VIEW COMMONS

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	Cost per Edge - Mandatory <i>Item 2 Scope of Service</i>	Cost per Fertilization - Mandatory <i>Item 3 Scope of Service</i>	Cost per Spring Clean Up Mandatory <i>Item 5 Scope of Service</i>	Cost per edge Trim/Prune – Optional <i>Item 6 Scope of Service</i>	Cost for Leaf Removal per event (ongoing basis) – Optional <i>Item 7 Scope of Service</i>	Cost for Mulch – Optional <i>Item 8 Scope of Service *see note below</i>
Dayton View Commons	430 N. Williams Street Dayton, Ohio 45406		N/A	N/A	N/A	N/A	N/A	N/A
Dayton View Commons	435 N. Williams Street <b>Dayton, Ohio 45406</b>		N/A	N/A	N/A	N/A	N/A	N/A
Dayton View Commons	437 N. Williams Street <b>Dayton, Ohio 45406</b>		N/A	N/A	N/A	N/A	N/A	N/A
Dayton View Commons	438 N. Williams Street <b>Dayton, Ohio 45406</b>		N/A	N/A	N/A	N/A	N/A	N/A
Dayton View Commons	441 N. Williams Street <b>Dayton, Ohio 45406</b>		N/A	N/A	N/A	N/A	N/A	N/A

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## AMP # 13

Section Contact: \_\_\_\_\_, Maintenance Supervisor,

Site Name	Site Address	Cost Per Cut-Mandatory <i>(Includes weed control, string trimming, trash/debris removal) Items 1, 4, Scope of Service</i>	Cost per Edge - Mandatory <i>Item 2 Scope of Service</i>	Cost per Fertilization - Mandatory <i>Item 3 Scope of Service</i>	Cost per edge Trim/Prune - Mandatory <i>Item 5 Scope of Service</i>	Cost for Leaf Removal per event (ongoing basis) - Optional <i>Item 6 Scope of Service</i>	Cost for Mulch and Playground Mulch-Optional <i>Item 7 Scope of Service</i>
4-179 Windcliff	4-179 Windcliff Dr Dayton OH 45327 (Black Gold and playground mulch)						
411 Home	411 Home Ave Dayton OH 45327 (Black Gold and playground mulch)						
TOTALS:	APRIL 2026-MARCH 2027						
	APRIL 2027-MARCH 2028						
	APRIL 2028-MARCH 2029						
	APRIL 2029-MARCH 2030						
	APRIL 2030-MARCH 2031						

**\*If Mulch and Playground Mulch is requested by AMP, each vendor will provide separate cost for each type.**

## GREATER DAYTON PREMIER MANAGEMENT

### *General Terms and Conditions*

This Professional Services Agreement (the "Agreement") is entered into between the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("GDPM") a body corporate and politic, organized and existing under that laws of the State of Ohio and Contractor for the purposes of Contractor providing services to GDPM. Hereinafter, GDPM and Contractor are collectively referred to as the "Parties".

**NOW THEREFORE**, in exchange for mutual consideration the Parties agree to the following general terms and conditions:

1. **Services:** Contractor agrees to perform and carry out in a prompt, satisfactory, and professional manner all necessary services required to fulfill the obligations as set forth in the Scope of Work provided to Contractor. Additionally, the services, materials, and products provided by Contractor are limited to the services, materials, and products as set forth in the Scope of Work. The contents of the solicitation, Contractor's quotes amount and this Agreement will become contractual obligations if Contractor is awarded the Contract. Failure of Contractor to accept the terms and conditions contained herein may result in termination of this Agreement, may subject Contractor to the liquidated damages provision contained herein and Contractor may be removed from future GDPM contracting opportunities.
2. **Contract Term:**
  - 2.1. This Agreement shall become effective upon the date indicated by GDPM in its acceptance of quote/notification of contract award. If the notification and/or solicitation documents include an option to renew the contract, GDPM may, in its sole discretion, exercise said option(s) upon the expiration of this Agreement. However, at no time, may the term of this Agreement exceed five years.
  - 2.2. All Work will commence upon authorization of GDPM. All Work shall proceed in a timely manner without delays. The Contractor shall perform said Work in accordance to the terms and conditions provided for and agreed upon herein.
3. **Mandatory HUD Terms:** Parties acknowledge and agree that *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* contains the mandatory terms prescribed by the United States Department of Housing and Urban Development and that said terms are incorporated into this Agreement, attached hereto, and may not be modified or amended. Any term hereinafter, including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, even if signed by GDPM, that conflict with the terms set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* is void and unenforceable.
4. **HUD Terms Design Services:** If the Work includes design services, *Form HUD-51915 Model Form of Agreement between Owner and Design Professional* and all provisions, terms, and conditions within are incorporated into this Agreement.
5. **Mandatory Housing Authority Terms:** Parties acknowledge and agree that this Agreement

contains *GDPM's Professional Services Agreement General Terms and Conditions* and contains mandatory terms as set-forth by GDPM and said terms shall not be modified or amended without the express written approval of GDPM's Contracting Officer and without such approval the terms as forth in this Agreement are in full force and effect. Any term(s) hereinafter including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, that conflict with the terms as set forth in this Agreement is void and unenforceable. Any Provision(s) contained within the *GDPM Professional Services Agreement General Terms and Conditions* that is similar to any provision(s) or has the same or similar heading of any provision(s) of *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* shall be considered supplemental provisions and are binding. Any Conflict in the language is unintentional and the HUD Provision(s) shall be applicable.

**6. Subject to Appropriation of Funds:** GDPM's funds are contingent upon the availability of lawful appropriations by the United States Congress and the United States Department of Housing and Urban Development. If the United States Congress and/or the United States Department of Housing and Urban Development fail at any time to continue funding for the payments or obligation due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and GDPM will have no further obligation to make payments and will be released from its obligations on the date funding expires.

**7. Compensation and Payment:**

**7.1.** GDPM will pay Contractor directly at the rate specified in the Contractor's proposal in approximately thirty (30) days of receipt of a properly completed and accepted invoice. If Contractor fails to satisfactorily comply with any term or condition of this

Agreement, GDPM may, in its sole discretion, withhold payments claimed by Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective work. GDPM shall not pay any fees or payments that are putative in nature and/or are not contemplated in this Agreement, including, without limitation, one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees and/or additional miscellaneous fees.

**7.2.** Unless expressly specified in the Contract Documents, the unit prices reflected in the accepted Request for Quote Form shall remain firm with no provision for price increases during the term of the Contract.

**7.3.** Contractor must submit an original invoice to the office designated to Contractor by GDPM. To be a proper invoice, the invoice must include a description of services, an invoice number, a purchase order number and the date(s) services were provided.

**7.4.** GDPM shall not be obligated or be liable for any costs incurred prior to award of contract. All costs to submit and prepare a response to the solicitation documents shall be borne by the Proposer/Bidder.

**8. Warranties and Representations:** Contractor represents and warrants that its services and materials provided for under the terms of this Agreement will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. Additionally, Contractor represents and warrants the following:

- 8.1. Contractor has the right to enter into this Agreement.
- 8.2. All services, materials and products provided for under this Agreement are provided in accordance with the sound professional standards and the requirements of this Agreement and without any material defect.
- 8.3. No services or materials provided for by Contractor under this Agreement will infringe upon the intellectual property rights of any third party.
- 8.4. All services, materials and products provided for hereunder are merchantable and fit for the particular purpose described in this Agreement.
- 8.5. Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.
- 8.6. Contractor will observe and abide by all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any license(s), permit(s) or the like required to provide the services and materials under this Agreement.
- 8.7. Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Agreement.
- 8.8. Contractor warrants that all equipment, mechanical devices, hardware and software or other type of physical machinery ("equipment") fully complies with all governmental and environmental safety standards applicable to such equipment. The Contractor also warrants that the equipment will perform substantially in

accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such equipment, and that such equipment will achieve any function described in such writings.

If any services of Contractor or any materials or products provided for by Contractor fail to comply with these representations and/or warranties, and Contractor is so notified in writing, Contractor shall either 1) correct such failure with all due speed, or 2) shall refund the amount of compensation paid for the services, materials or products. Contractor shall also indemnify GDPM for any direct damages and claims by third parties based upon a breach of these warranties.

9. **Non-Exclusivity:** This Agreement is a non-exclusive agreement. GDPM specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be GDPM's best interest.

10. **Indemnity:** Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless GDPM and its officers, employees and agents for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including all costs and expenses and fees of litigation that arise directly or indirectly from any acts or omissions related to this Contract performed or omitted by Contractor or its agents, and/or employees and includes, but is not limited to, privacy related claims.

Contractor will also indemnify GDPM and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any copyright, patent, trade secret, or similar intellectual property right based upon GDPM's proper use of any products or supplies under this Contract. This obligation of

indemnification will not apply where GDPM has modified or misused the products or supplies and the claim of infringement is based upon the modification or misuse. GDPM agrees to give Contractor notice of any such claim as soon as reasonably practicable and to give Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by GDPM's General Counsel. If a successful claim of infringement is made, or if Contractor reasonably believes that an infringement claim that is pending may succeed, Contractor shall take one of the following four actions:

- 10.1.** Modify the service(s), material(s) and/or product(s) so that the service(s), materials(s), and/or product(s) are no longer infringing.
- 10.2.** Replace material(s) and/or product(s) with an equivalent or better item.
- 10.3.** Acquire the right for GDPM to use the infringing service(s), material(s) and/or product(s) as intended; or
- 10.4.** Cease the related service(s) and/or remove the material(s) and/or product(s) and refund any amount GDPM paid for the service(s), material(s) and/or products(s) that required the availability of the infringing material(s) and/or product(s) for it to be useful to GDPM.

Nothing contained in this provision shall be construed to limit any indemnity obligations of Contractor as set forth within the provisions of the Contract Documents.

It is agreed and understood that in no event shall any GDPM official, officer, employee, or agent be held personally liable or responsible for any covenant or agreement whether expressed or implied.

It is acknowledged and agreed that GDPM has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving assets of any Public Housing Project as defined in the HUD Annual Contributions Contract between GDPM and HUD ("Annual Contributions Contract"), or other asset of GDPM, including any assets related to the federal programs administered by GDPM. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against (1) any GDPM Public Housing Project; (2) any operating receipts, as the term operating receipts is defined in the Annual Contributions Contract, HCV receipts or GDPM Capital Funds; (3) any GDPM public housing operating reserve as reflected in GDPM's annual operating budget and required under the Annual Contributions Contract; or (4) any other asset of GDPM related to the U.S. Housing Act of 1937, as amended. Should any assets of GDPM be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, rights of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

**11. Insurance:**

**11.1.** Contractor shall obtain and maintain during the performance of any services under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

**11.1.1.** Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than: \$5,000,000 each occurrence; \$10,000,000 general aggregate; \$1,000,000 damage to premises and fire damage; and \$5,000,000 medical expenses for any one person.

**11.1.2.** Professional liability and/or "errors and omissions" coverage with a limit not less than \$1,000,000.

- 11.1.3.** Automobile Liability Insurance with GDPM named as an additional insured with minimum limits as follows: \$2,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract when not owned by the Contractor; \$5,000 medical pay.
- 11.1.4.** Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.
- 11.1.5.** Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 11.2.** The coverages provided to GDPM shall be primary and not contributing to or in excess of any existing GDPM insurance coverages.
- 11.3.** The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to GDPM and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against GDPM, its office, agents, employees or Board of Commissioners.
- 11.4.** Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement and annually, thereafter, evidencing renewals thereof. At any time during the term of this Agreement, GDPM may request, in writing, and the Contractor shall thereupon, within 10 days, supply to GDPM evidence satisfactory of its compliance.
- 12. Limitation of Liability:** Notwithstanding any limitation provisions contained in the Contract Documents and materials incorporated by reference, the Parties Agree as follows, unless specified otherwise in this Agreement:
- 12.1.** In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including but not necessarily limited to loss of profits or anticipated profits and loss of data, arising from, or in connection with, its use, performance or nonperformance, even if GDPM had been advised, knew or should have known of the possibility of such damages.
- 13. Amendments:** No oral representations will be made as to the meaning of the Contract Documents. No amendment or modification of this Agreement will be effective unless it is in writing, on GDPM letterhead and signed by both Parties. At no time shall an amendment or modification be effective that conflicts with any mandatory provision set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I*.
- 14. Confidentiality:** Contractor will be privy to sensitive information, documents, data, records, or other material that is confidential under this Agreement. Contractor may not disclose any information obtained by it as a result of this Agreement without the express written permission of GDPM. Contractor shall assume that all information, documents, data, records, or other material provided for under this Agreement is confidential.
- 14.1.** The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information obtained under this Agreement may cause GDPM and/or its officers and/or employees irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of such breach, GDPM shall be entitled to temporary and permanent injunctive relief to enforce this provision without the

necessity of proving actual damages. This provision shall not, however, diminish or alter any right to assert claims and/or to recover damages.

**14.2.** When applicable, Contractor agrees to complete with the Privacy Act of 1974 and all rules and regulations issued under the Privacy Act of 1974.

**15. Ohio Public Records Law:** Correspondence, materials and documents received or produced pursuant to the work related to this Agreement/Solicitation may become public records subject to the provisions of Ohio Public Records access law.

**16. Publicity:** Contractor agrees to submit to GDPM all advertising and publicity related matter relating to this Agreement wherein GDPM's name is mentioned or language used from which the connection of GDPM's name may, in GDPM's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of GDPM.

**17. Non-Waiver of Rights:** If either party does not seek compensation for breach or insist upon strict performance of any provision of this Agreement, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of GDPM to take any action or to assert any right hereunder shall not be deemed a waiver of such right.

**18. Taxes:** GDPM is exempt from state and local sales tax and does not agree to pay any taxes.

**19. Remedies:** GDPM may pursue any remedy available under law, including, but not necessarily limited to the following:

**19.1. Actual Damages:** Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. In the event

Contractor fails to provide services or material as provided for in the Contract Documents, GDPM may substitute the services and/or material from a third party. GDPM may recover the costs associated with acquiring substitute services and/or materials, less any expense or costs saved by Contractor's default, from Contractor.

**19.2. Liquidated Damages:** If actual or direct damages are uncertain or difficult to determine, GDPM may recover liquidated damages in the amount of 1% of the total value of this Agreement as contemplated within the Contract Documents for every day that the default is not cured by the Contractor. Additionally, if the default is the result of a breach contemplated for in Provision 1 of this Agreement and such default leads to the necessity for GDPM, as determined by GDPM, to re-solicit for the services, materials, and/or products contemplated for under this Agreement, Contractor shall pay to GDPM the sum of \$2,200 for such costs related to the re-solicitation and procurement of another provider. Parties agree that this sum reasonably reflects the cost associated with the re-solicitation contemplated for under this Provision.

**19.3. Deduction of Damages from Contract Price:** Upon prior written notice being issued to the Contractor, GDPM may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on this Agreement.

**20. Contractor Suspension and Debarment:** If Contractor fails to perform any one of its obligations under the Contract Documents it will be in default and GDPM, at its sole discretion, may suspend rather than terminate this Agreement when GDPM believes that doing so would better serve its interest. In case of a suspension, the amount of compensation due to

Contractor will be determined in the same manner as provided for in the Termination provision(s) set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* less any damage to GDPM resulting from Contractor's breach or other default.

Further, a contract award shall not be made available to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., o.235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 21. Contractor Performance Evaluation and Monitoring:** GDPM, with the cooperation of the Contractor, may complete periodic monitoring and evaluation activities. GDPM may evaluate the Contractor's Performance at any time including without limitation during the term of the contract, prior to exercising an option, and/or after completion of the Contract Work or Contract Term. GDPM will retain the evaluation. The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to GDPM within 30 days of Contract Completion and/or Termination. GDPM may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts. Poor evaluations may lead to a determination that Contractor is not responsible, and therefore ineligible for award of future contracts for a period of not less than one year.

GDPM may request information from the Contractor for use in evaluating a subcontractor. If information is requested, the Contractor shall comply in a timely and responsive manner.

If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach may be used in the responsibility analysis of the Contractor and/or Subcontractor (where applicable) for future contracts or subcontracts for a period of 5 years after the date of the breach unless said breach results in Contractor being placed on debarment list, then for the period provided therein.

- 22. Additional Services/Purchases by Other Public Agencies ("Piggy-Back"):** Contractor acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of Agreement. The services and/or purchases being offered in the Contract Documents, Fee Submission and/or Best and Final Offer and for the same prices and/or terms proposed therein. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before GDPM permits another Public Agency to Piggy-Back any contract, GDPM shall first obtain the awarded Contractor's approval. Without the Contractor's approval, GDPM cannot permit the requesting Public Agency the right to Piggy-Back. In the event the awarded Contractor allows another Public Agency to join the GDPM Contract, it is expressly understood that GDPM shall in no way be liable for the joining Public Agency obligations to the awarded Contractor in any manner whatsoever.
- 23. Survivorship:** All provisions hereunder relating to payment, confidentiality, warranties, limitations on damages, publicity, choice of law, and indemnity shall survive the termination of this Agreement.
- 24. Governing Law:** This Agreement shall be governed and construed exclusively by its terms

and by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the court of appropriate jurisdiction in Montgomery County, Ohio.

- 25. Federal Requirements:** The Work to be performed under this Agreement will be paid for in part by federal funds and therefore is subject to federal statutes, rules, regulations, laws, orders and directives applicable to work paid for by federal funds. In the event an applicable federal requirement conflicts with any provision of the Contract Documents, the federal requirement shall prevail and take precedence over and against such conflicting provisions. Federal requirements may include, but is not limited to:
- 25.1.** Any applicable federal Drug-Free Workplace requirements,
  - 25.2.** Executive Order 11061, as amended which directs the Secretary of HUD to take all action necessary and appropriate to prevent discrimination by agencies that utilize federal funds;
  - 25.3.** The Civil Rights Act of 1964; as amended
  - 25.4.** The Age Discrimination Act of 1975, as amended;
  - 25.5.** Anti-Drug Abuse Act of 1988, as amended;
  - 25.6.** HUD Bulletin 909-23.
  - 25.7.** The American with Disabilities Act, as amended;
  - 25.8.** The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
  - 25.9.** Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
  - 25.10.** For prime construction contracts in excess of \$2,000, the Davis Bacon Act (40 U.S.C. 3141-3148), as amended and 29 CFR Part 5; and
  - 25.11.** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution control Act (33 U.S.C. 1251-1387), as amended.
- 26. State Requirements:** GDPM is an Ohio Political Subdivision and is subject to certain state

requirements. Therefore, the work to be performed under this Agreement may subject to state statutes, rules, regulations, laws, orders and directives applicable to public subdivisions. In the event an applicable state requirement conflicts with any provision of the Contract Documents, unless federal preemption applies, the state requirement shall prevail and take precedence over and against such conflicting provisions. State requirements may include, but are not limited to, any drug-free workplace requirements. Contractor agrees to abide by all State Requirements.

- 27. Force Majeure:** Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and delays in delivery of materials. In the event a Force Majeure occurs, the party injured by the other's inability to perform may suspend the Agreement, in whole or in part, for the duration of the Force Majeure events. The party experiencing the Force Majeure event shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the Force Majeure on the injured party, which may include locating and arranging substitute services if necessary. .
- 28. Severability:** If any provision of this Agreement is determined by a court having appropriate jurisdiction to be unenforceable to any extent, the rest of the provisions of this Agreement and the Contract Documents will remain enforceable to the fullest extent permitted by law.
- 29. Ownership and Use of Documents:** All documents, materials, data, and records generated as a result of this Agreement shall remain the property of GDPM. If this Agreement results in any material to be copyrighted, the author may copyright the work. However, GDPM and the United States Department of Housing and Urban Development will have the right to a royalty free, nonexclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

- 30. Entire Agreement & Order of Precedence:** This Agreement and the Contract Documents specified below and incorporated by reference constitute the entire agreement between the parties and supersede any prior understanding among them. The term “Contract Documents” shall include the documents listed in this Provision 27. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:
- 30.1.** Applicable Federal and State of Ohio statutes and regulations including the mandatory contract provisions set forth in 2 CFR Part 200, Appendix II;
  - 30.2.** If applicable, Form HUD-51915 Model Agreement between Owner and Design Professional;
  - 30.3.** Form HUD-5370-C General Conditions for Non-Construction Contracts
  - 30.4.** This Agreement
  - 30.5.** Related GDPM purchase orders, GDPM notice of contract commencement/award and accompanying contract supplemental terms
  - 30.6.** The Contractor’s Fee Submission and/or Best and Final Offer
  - 30.7.** Contractor’s Proposal subject to any limitations set forth in this Agreement
  - 30.8.** Contractor form of Agreement, if applicable
  - 30.9.** Other Documents incorporated by reference (if applicable)

**31. Additional Terms and Conditions:** No additional terms and conditions included with Contractor’s Proposal that modify the order of precedence as listed above, and/or that impose additional liability(ies), obligation(s), or indemnity(ies) upon GDPM, and/or that limit the liability(ies), obligations, or indemnity(ies) of Contractor shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Agreement. If any additional term conflicts with the terms or intent of this Agreement, such term(s) is void and unenforceable. If additional

terms and conditions are submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, boilerplate agreements, literature, price lists or warranties, it is understood and agreed the general terms and conditions in this Agreement are the only conditions applicable to this proposal and the Proposer’s authorized signature affixed to the proposal attests to this. If Contractor, in the ordinary course of its business, requires any type of or form of agreement that provides for Contractor’s general terms and conditions and such term(s) and condition(s) are contrary to or conflict with any term(s) or conditions(s) provided for herein, Parties unequivocally acknowledge and agree that the term(s) and condition(s) provided for herein shall take precedence and prevail including, but not limited to, instances when 1) the Contractor’s form of agreement is signed subsequent to Contractor’s Proposal submission and/or 2) the Contractor’s form of agreement expressly states that its terms and provisions take precedence and/or supersedes all other Contract Documents. Such terms and conditions will effectively be void and unenforceable. Although, such terms and conditions may remain in Contractor’s form of agreement, Parties acknowledge and agree that said terms and conditions have no effect, are void and are hereby expressly rejected.

**32. Contract Award/Commencement:** Upon submittal of its response to GDPM’s Solicitation, Contractor is accepting the terms of this Agreement. Unless expressly specified in GDPM’s acceptance of Contractor’s quote, upon issuance of award to Contractor GDPM is accepting Contractor’s offer contained in the quote/proposal form. No **other contractual documents will be necessary or accepted** unless specifically expressed in the notification of award.

**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

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 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)







# SECTION 3 BUSINESS CONCERN APPLICATION

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods.

**Name of Business:**

**Contact Name:**

**Contact Person's Title:**

**Street Address:**

**Street Address Line 2:**

**City:**

**State:**

**Zip Code:**

**Phone Number:**

**Other Phone:**

**E-mail Address:**

**Type of Business:**

(please attach supporting documentations)

**Services Your Business Provides:**

# GDPM SECTION 3 BUSINESS CONCERN

---

I certify that \_\_\_\_\_ (company's name) is applying to become a bona fide Section 3 business concern, and that it will meet the following definition of a Section 3 business concern:

Check at least one  Category 1  Category 2  Category 3  Category 4 of the following:

**Category 1**

Business concerns that are 51 percent or more owned by residents of GDPM housing or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of CMHA Residents as employees.

**Category 2**

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the GDPM that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

**Category 3**

HUD YouthBuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.

**Category 4**

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent of employees who meet the low-income guidelines and live in the GDPM covered assistance area; or businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to Section 3 business concerns.

---

**Note:** If you certify above that your business is a Section 3 Business, and you qualify for award of the contract based on the preference given to section 3 businesses and described in the solicitation, GDPM may request additional documentation and information as needed. If you have any questions about this form, please our Procurement Department at (937) 910-7500, or by send an e-mail to [procurement@gdpm.org](mailto:procurement@gdpm.org).

*“I hereby certify the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to punishment under the law.”*

---

Signature of Chief Executive Officer

---

Date

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions\***

(\*Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

*Title 24 Code of Federal Regulations Part 24 requires that Dayton Metropolitan Housing Authority (DMHA) not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.*

*If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:*

- *List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.*
- *Internet access is also available at <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>*

### **Instructions for Certification**

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 those 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 proposed for debarment under [48 CFR part 9, subpart 9.4](#), 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 proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), 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.

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or \_\_\_\_\_  
(Contractor's/Company Name)  
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 government 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 these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: \_\_\_\_\_  
(Authorized Recipient Name/Title)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

RFP#: \_\_\_\_\_

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# EQUAL EMPLOYMENT OPPORTUNITY

## AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of \_\_\_\_\_ to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, or national origin. The corporation is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will (1) recruit, hire, and promote all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social recreation programs will be administered without regard to race, color, religion, sex, or national origin, except where sex is a bona fide occupational qualification. Additionally, \_\_\_\_\_ intends full compliance with handicapped and veteran affirmative action requirements.

The successful achievement of a nondiscriminatory employment program requires a minimum of cooperation between management and employees. In fulfilling its part in this cooperative effort management is obligated to lead the way by establishing and implementing affirmative action procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and female employees are encouraged to participate in all company activities and refer applicants.

I have designed \_\_\_\_\_ to be assisted by \_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal employment opportunity area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

*Signature:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**NOTE:** Prime and Subcontractors with contracts of \$500,000 or more, must designate in their policy statement the liaison officer who will administer the Contractor's "Minority Business Enterprise Program."

**Construction, Renovation & Professional Services Projects  
 Prime Contractor or Sub Recipient Certificate of Compliance  
 Minority Business Enterprise (MBE) – Good Faith Effort Statement**

Project Title \_\_\_\_\_

GDPM has established the following goals for all contracts/Agreements relating to the purchase of goods/services and construction and/or renovation projects.

<u>Type</u>	<u>Goal</u>
Construction including renovations	25%
Professional Services	15%
Goods and Services	15%

\_\_\_\_\_ THE MBE GOAL HAS BEEN MET ON THIS PROJECT

Achievement of these goals is measured by the estimated percentage of money to be allocated to an MBE company certified by GDPM.

If the Prime Contractor or Sub Recipient cannot meet the goals established, it must demonstrate that a Good Faith Effort was undertaken. The following checklist is intended to function as a primer in making a good faith effort statement.

\_\_\_\_\_ There are no known MBE companies that perform this work or provide this product. (Please attach information to this sheet that includes names of agencies contacted, contact information such as name, phone number, email address and any written correspondence from your company and/or each agency that will attest to your organizations "Good Faith Effort"). Reference item #1 listed on page MBE-2

\_\_\_\_\_ Written or verbal specifications were provided to MBE companies. (Please attach information to this sheet that includes names of MBE companies, date solicitation requested and rationale for rejection of quote). Reference item #2-8 listed on page MBE-2

\_\_\_\_\_ This project could not be broken into smaller parts in order to provide opportunities for MBE inclusion. (Please attach information to this sheet that includes names of potential MBE companies, the rationale for rejection of their bids and the reason this project could not be broken down into smaller parts). Reference item #4 listed on page MBE-2

MBE Companies utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. Failure to meet the MBE goals and Good Faith Effort will be considered in determining the successful bidder.

\_\_\_\_\_  
 Company Name Contact Person (Print Name)

\_\_\_\_\_  
 Contact Person (Signature) Date

\_\_\_\_\_  
 Telephone No. E-mail Address

## Non-Collusive Affidavit and Full Disclosure Statement

**Non-Collusive Affidavit:** The undersigned party hereby certifies that this proposal/bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror 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 or any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the Greater Dayton Premier Management or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Disclosure:** The undersigned certifies that I, nor any member of my immediate family does not now, and has not for the preceding two years, had any interest, whatsoever, whether direct, or indirect, in GDPM or any of its members or officials including but not limited to any interest which yields or has the potential of yielding directly or indirectly a monetary or other material gain or benefit with any employees, officers and commissioners of GDPM and members of their immediate family, or any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of GDPM members of their families or employment or services rendered as a member, official or officer of GDPM.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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