



Request for Proposal

Landscape Maintenance

Contact:

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Mailing Address: 1001 S. Orchard St. Boise, ID 83702

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Request for Proposal (RFP)

The Boise City/Ada County Housing Authorities requests bids from qualified contractors for the Landscape Maintenance for 10 sites. The work consists of general lawn and landscaping maintenance as described in the specifications prepared by Boise City/Ada County Housing Authorities.

All Bids are subject to all applicable Federal and Idaho State Laws and Regulations.

Proposals will be received until 5:00PM on March 20, 2023. You may hand deliver or mail a hard copy of your bid submittal to our office located at 1001 S. Orchard St., Boise, ID 83705, or, you may submit an electronic copy of your bid via email to mhenderson@bcacha.org.

All proposals must be submitted on the forms furnished and must be signed by the Bidder in pen and ink with his/her name and mailing address or have a digital signature.

The Boise City/Ada County Housing Authorities may reject any and all bids, and waive informalities or minor irregularities in bids received, and to accept the bid deemed best for the Boise City/Ada County Housing Authorities.

Bids received after the time for submission of bid shall not be considered, and no bidder may withdraw its bid after the bid due date/time, or before award of contract unless said award is delayed for a period of sixty (60) days.

Before a contract will be awarded for the work contemplated herein, the Boise City/Ada County Housing Authorities shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of project specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary for such evaluation.

The successful Contractor shall carry out his/her employment practices and payment of wages according to the provisions of Title 44, Chapter 10, Sections 44-1001 through 44-1006 inclusive, Idaho Code Amended, and shall comply with the Equal Employment Opportunity (EEO) provisions, Minority Business Enterprise (MBE) provisions, Disadvantaged Business Enterprise (DBE) provisions.

Boise City/Ada County Housing Authorities is an Equal Opportunity Employer. We encourage Disadvantaged Business Enterprises, Small and Minority firms, Women's Business Enterprise, Labor Surplus Area and Section 3 firms to submit a bid.

Marissa Henderson
Maintenance & Modernization Manager
Boise City/Ada County Housing Authorities
1001 S. Orchard Street
Boise, Idaho 83705
(208) 345-4907

PROPOSAL FORM

Pursuant to and in compliance with the Request for Proposal and the proposed Contract Documents relating to the Boise City/Ada County Housing Authorities Landscape Maintenance at 10 BC/ACHA Sites as detailed in Exhibit A: Scope of Work.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the places where the Work is to be completed, and having fully inspected the site, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the Work required to complete said Work in accordance with the Contract Documents, for the herein stated total sum of money.

Proposal includes: All labor, materials, services, and equipment necessary for completion of the Work shown in the Specifications.

TAXES: The bid amount and/or amounts include all taxes, fees, licenses, building permits and specifically all State of Idaho Sales Tax, all of which shall be paid for by the Contractor.

I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of 30 days from the date prescribed for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty 30 days after the date set for the opening of this bid, or any delay of award exceeding (60) days, or at any other time thereafter before it is withdrawn, the undersigned will execute the Contract Documents in accordance with this bid as accepted, and will also furnish proof of insurance coverage including any required Performance and Payment Bonds within seven (7) days after personal delivery or after deposit in the mails of the notification of acceptance of this bid (Notice of Award).

If applicable, attach to this bid a copy of the Bidder's Public Works License and a list of Subcontractors as stated in the Instructions to Bidders, including their perspective Public Works License type and number.

Acknowledgment is made of the receipt of the following documents and addenda:

1. Project Manual
2. Instructions to Bidders (HUD-5369)
3. Section 3 Resident Employment Plan;
4. Section 3 Certification and Compliance Agreement.

BASE BID PROPOSAL: Bidder agrees to perform all of the proposal work described in the Specifications of Landscape Maintenance for the total sum of _____ Dollars (\$_____).

Amounts shall be shown in both words and figures; in the event of discrepancy, the amount in words shall govern.

Notice of acceptance, or request(s) for additional information, may be addressed to the undersigned at the address set forth below:

The names of all persons interested in the foregoing bid as principals are:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full:

Signature of Authorized Representative _____

Business Name: _____

Business Address: _____

Telephone number: _____

Email Address: _____

Date of Proposal: _____

LIST OF SUB-CONTRACTORS (If additional space is required, attach separate form)

1. Business Name: _____
Business Address: _____
Telephone Number: _____
Trade & License #: _____

2. Business Name: _____
Business Address: _____

Telephone Number: _____
Trade & License #: _____

3. Business Name: _____
Business Address: _____
Telephone Number: _____
Trade & License #: _____

4. Business Name: _____
Business Address: _____
Telephone Number: _____
Trade & License #: _____

5. Business Name: _____
Business Address: _____
Telephone Number: _____
Trade & License #: _____

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Deanna Watson
1001 S. Orchard St.
Boise, ID 83705

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Exhibit A

Scope of Work: BC/ACHA Landscaping Maintenance

The Service Provider shall furnish all labor, material, equipment and service to perform and complete all work required for landscape maintenance at the following properties:

1. Capitol Plaza: 700 W Cunningham Place Boise, ID 83702

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Spring Cleanup:** Provide one (1) spring clean-up and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways
- j. **Spring Pruning:** provide one (1) spring pruning and removal of debris for small trees, bushes and shrubs
- k. **Fall Clean up:** provide two (1) fall cleanup and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- l. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

2. Franklin Plaza 1555 W Franklin St. Boise, ID 83702

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.

- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Spring Cleanup:** Provide one (1) spring clean-up and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways
- j. **Spring Pruning:** provide one (1) spring pruning and removal of debris for small trees, bushes and shrubs
- k. **Fall Clean up:** provide two (1) fall cleanup and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- l. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

3. Shoreline Plaza 675 S. 13th St. Boise, ID 83702

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer

- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Spring Cleanup:** Provide one (1) spring clean-up and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways
- j. **Spring Pruning:** provide one (1) spring pruning and removal of debris for small trees, bushes and shrubs
- k. **Fall Clean up:** provide two (1) fall cleanup and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- l. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

4. Shoreline North 617 S. 13th St. Boise, ID 83702

- a. **Bed maintenance:** provide weekly line trimming of beds along street and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from beds, sidewalks and parking lots.
- b. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- c. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- d. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- e. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- f. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- g. **Spring Cleanup:** Provide one (1) spring clean-up and removal of debris from flower beds on the second floor, beds along street, sidewalks, parking lots and driveways
- h. **Spring Pruning:** provide one (1) spring pruning and removal of debris for small trees, bushes and shrubs including the second floor
- i. **Fall Clean up:** provide two (1) fall cleanup and removal of debris from flower beds on the second floor, beds along street, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

5. Vine Terrace 1019 Vine Street Boise, ID 83703

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Fall Clean up:** provide two (2) fall cleanups and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

6. Liberty Park 451 N Liberty Street Boise, ID 83704

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites

- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Fall Clean up:** provide two (2) fall cleanups and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

7. Nez Perce 3818 Nez Perce Street Boise, ID 83705

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds at all sites
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites
- i. **Fall Clean up:** provide two (2) fall cleanups and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

8. Allumbaugh Housing 400 N Allumbaugh Street Boise, ID 83704

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees

- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds and rock pathway
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites and rock pathway as needed during growing season
- i. **Fall Clean up:** provide two (2) fall cleanups and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

9. Orchard Office 1001 S. Orchard St. Boise, ID 83705

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds and rock pathway
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites and rock pathway as needed during growing season
- i. **Fall Clean up:** provide two (2) fall cleanups and removal of debris from flower beds, lawns, sidewalks, parking lots and driveways.
- j. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

10. Dorothy Duplexes 2251/2255 & 2259/2263 Dorothy Ave. Boise, ID 83706

- a. **Lawn Mowing:** provide weekly mowing with weekly line trimming and clearing of sidewalks, parking lots as well as bi-weekly power edging. Removal of debris (i.e. pinecones, needles, leaves, etc.) from lawn area, sidewalks and parking lots.
- b. **Lawn Aeration:** aerate all lawn areas once during spring prior to first fertilizer application
- c. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- d. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- e. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- f. **Turf Pest Control:** Provide and apply chemical treatment two (2) times per year: Spring and summer
- g. **Pre-emergent flowerbed area:** provide and apply (1) pre-emergent weed/grass control spray to all planting beds and rock pathway
- h. **Pre-emergent flowerbed area:** provide and apply (3) post-emergent weed/grass control spray to all planting beds at all sites and rock pathway as needed during growing season
- i. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

11. Acquisition Duplexes

- a. 5 sites:
 - i. 1721/1723 Victory Rd. Boise, ID 83705
 - ii. 1785/1787 Victory Rd. Boise, ID 83705
 - iii. 9602/9604 Marigold Rd. Boise ID 83714
 - iv. 5905/5907 Streamside Place Boise, ID 83714
 - v. 6210/6208 Ethan Place Boise, ID 83714
- b. **Lawn Fertilizer:** provide and apply lawn fertilizer to all lawn areas three (3) times during the season in early spring, early summer and fall
- c. **Tree Fertilizer:** provide and apply two (2) deep root fertilization treatments to all trees
- d. **Insect and Disease Treatment:** provide and apply two (2) acceptable industry standard chemical applications to all trees, bushes and shrubs to eliminate insects and disease, including pine beetles
- e. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

12. Hobblers Place

- a. 2 sites:
 - i. 6464 Prescott Boise ID 83714
 - ii. 6762 Hastings Boise, ID 83714
- b. **Sprinkler blowout:** provide sprinkler system winterization and blow out of sprinkler systems no later than October 31.

13. Moore Street

- a. Mowing and weeding of vacant lot as needed (cost per)

Section 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

comes the opportunity for economic advancement and self-sufficiency.

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities, they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit <https://www.hud.gov/states/idaho/homeownership>

What does "Section 3 Worker" mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

What does "Targeted Section 3 Worker" mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

What does "Section 3 Business Concern" mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented

within the last six-month period:

1. At least 51 percent owned and controlled by low-or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

How are low-income and very low-income determined?

Low-and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>

What HUD assistance does Section 3 apply to?

Section 3 applies to both:

a) Public Housing Financial Assistance –

- (i) Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

b) Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- Accounting
- Architecture
- Appliance Repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Electrical
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works
- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile Setting
- Transportation
- Word Processing

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their

contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD YouthBuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

For additional information, businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices

Are recipients, developers, contractors, and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

How does Section 3 differ from the Minority Business Enterprise/Woman Business Enterprise programs?

Section 3 is both race and gender neutral. The standards provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals, and the businesses that employ these persons within their community regardless of race and/or gender.

How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

How should complaints be made?

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/

Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>

Boise City/Ada County Housing Authority Section 3 Resident Employment Plan

- Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires BCACHA to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of BCACHA communities and other low income residents of Ada County. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. BCACHA residents, preferably residents of the BCACHA community in which the work is to be done, are favored over other low-income residents of Ada County. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with which it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting Section 3 Residents for the available positions.

| | | |
|---------------|--------|-------------------|
| Signature: | | Date Signed: |
| Name: | Title: | |
| Company Name: | | |
| Address: | | Telephone Number: |

- How many new positions do you expect this contract will require you to create?

- Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

- What minimum skills will be required for each position?

- Please describe any training opportunities which the contract may create and any agreements concerning training you have.

- How will you advertise these positions to Section 3 Residents?

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING**

Name of Business _____

Address of Business _____

Name: _____ Title: _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Project Information

Project Name: _____

Project Address: _____

Section 3 Business Concern determination – Please reference the attached FY 2021 Income limits as determined by HUD for all qualifying statements below.

1. **Is your business 51% or more owned by low or very-low income persons? (Low income is defined as no greater than 80% of the Area Median Income (AMI))**

() Yes () No

2. **Is your business 51% or more owned by current residents of public housing or Section 8-assisted housing?**

() Yes () No

3. **Are 75% or more labor hours performed by low- or very low-income persons?**

() Yes () No

If any of the questions above are marked “YES”, the business qualifies as a Section 3 Business

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Print Name: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



FY 2022 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

| FY 2022 Income Limit Area | Median Family Income Click for More Detail | FY 2022 Income Limit Category | Persons in Family | | | | | | | |
|--|---|--|-------------------|--------|--------|---------------|--------|--------|--------|--------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Boise City, ID HUD Metro FMR Area | \$87,500 | Very Low (50%) Income Limits (\$) Click for More Detail | 29,500 | 33,700 | 37,900 | 42,100 | 45,500 | 48,850 | 52,250 | 55,600 |
| | | Extremely Low Income Limits (\$)* Click for More Detail | 17,700 | 20,200 | 23,030 | 27,750 | 32,470 | 37,190 | 41,910 | 46,630 |
| | | Low (80%) Income Limits (\$) Click for More Detail | 47,150 | 53,900 | 60,650 | 67,350 | 72,750 | 78,150 | 83,550 | 88,950 |

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Boise City, ID HUD Metro FMR Area**.

The **Boise City, ID HUD Metro FMR Area** contains the following areas: Ada County, ID; Boise County, ID; Canyon County, ID; and Owyhee County, ID.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2021 Median Family Income and Income Limits for Boise City, ID HUD Metro FMR Area](#)

Select another FY 2022 HMFA Income Limit area that is a part of the

Gem County, ID HUD Metro FMR Area

Select any FY2022 HUD Metropolitan FMR Area's Income Limits:

Boise City, ID HUD Metro FMR Area

Or press below to start over and select a different state:

SUBMITTALS CHECKLIST AND ACKNOWLEDGMENT

BCACHA Landscape Maintenance Proposal

CHECK LIST

- Contractor's Bid Form (completely filled out, signed and dated);**
- Section 3 Resident Employment Plan;**
- Representations Certifications and Other Statements of Bidders form HUD 5369-A;**
- Certification for Small Business Concerns;**
- Submittals Checklist and Acknowledgement Signature Sheet**

The Boise City/Ada County Housing Authorities intends to award a contract on the basis of the (lowest price quoted including any add alternates or highest ranked) that is also responsible and responsive to this solicitation and qualified for the work described in the IFB/RFP documents. **To be responsive, the Bidder must submit all of the above Check List items no later than 5:00pm March 20, 2023.**

The Boise City/Ada County Housing Authorities shall reject Proposals as non-responsive that do not include each of the above documents, fully completed and properly executed.

ACKNOWLEDGEMNT and SIGNATURE SHEET

**Boise City/Ada County Housing Authorities
BCACHA Landscape Maintenance Proposal**

My signature certifies that the Bid as submitted complies with all requirements set forth in the Bid solicitation documents.

Complete Legal Name of Company: _____

Address: _____

Federal Tax ID Number: _____

Telephone: (____) _____ Fax No.: (____) _____

Email Address: _____

To receive consideration for award, this Acknowledgement and Signature Sheet must be returned to the Housing Authority.

I further acknowledge receipt of the following:

| Bid Documents |
|---|
| <ol style="list-style-type: none">1. Contractor's Bid Form2. Instructions to Bidders, form HUD 53693. Certifications Representations and other Statements of Bidder, form HUD 5369-A4. Section 3 Resident Employment Plan5. Request for Proposal (RFP)6. Exhibit A – Scope of Work |

All Bidders' are encouraged to carefully examine all Bid Documents and project site. Failure to do so shall be at the sole risk of Bidder.

I hereby certify that I am authorized to sign as a Representative for the Bidder

Signature: _____

Name (type/print): _____

Title: _____ Date: _____