



## **Request for Proposals**

**HHA-FY25-RFP-002**  
**SNOW REMOVAL SERVICES**

**PROPOSAL SUBMISSION DATE**  
**Wednesday, September 25, 2024**  
**4:30 PM**  
**812 ABBEY ST., HELENA, MT 59601**



**Contact Person:**  
**Michael M. O'Neil, Executive Director**  
**406-794-3251/ [moneil@hhamt.org](mailto:moneil@hhamt.org)**  
**Procurement Reference number:**  
**HHA-FY25-RFP-002**

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# REQUEST FOR PROPOSALS

**From duly qualified firms or individuals, Helena Housing Authority (HHA) is currently accepting proposals for Snow Removal Services. Qualified firms or individuals responding to this RFP must have a minimum of five (5) years of experience providing snow removal services. The contract resulting from this solicitation will be subject to Davis Bacon prevailing wage requirements and the administering of certified payroll.**

HHA makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the selection process or to perform the essential duties of the job. For HHA to make such accommodations, applicant(s) must request such accommodations either in writing made to the attention of HHA's Executive Director, Michael M. O'Neil.

This solicitation is being offered in accordance with federal and state statutes governing qualifications-based competitive proposal procurement for professional services. Accordingly, HHA shall negotiate an agreement with the selected firm based on fair and reasonable compensation and terms for the scope of work provided. HHA reserves the right to reject any and all responses that it determines are unqualified, unsatisfactory, or inappropriate.

Selection will be based on an evaluation of the written responses. The award will be made to the most qualified respondent whose proposal is deemed most advantageous to Helena Housing Authority, all factors considered. Unsuccessful respondents will be notified as soon as possible.

Helena Housing Authority reserves the right to accept or reject any or all proposals.

Submit Proposals to:  
Helena Housing Authority  
Attn: Michael M. O'Neil  
812 Abbey St.  
Helena, MT 59601

Proposals must be received by:  
TIME: 4:30 PM  
DATE: Wednesday, September 25, 2024

Potential Offerors may examine procurement documents at the following location:  
<https://hhamt.org/procurement-contract-opportunities/>

Copies of RFP Proposal Documents Required:  
Must submit one (1) original and two (2) copies

SPECIFICATION: HHA-FY25-RFP-002  
DATE OF ISSUE: AUGUST 31, 2024

The procurement of these services is funded by the U.S. Department of Housing and Urban Development (HUD) through Helena Housing Authority.

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Michael M. O'Neil, Executive Director, Helena Housing Authority (HHA)

## ADVERTISEMENT

THE FOLLOWING ADVERTISEMENT WILL APPEAR IN THE HELENA INDEPENDENT RECORD ON THE FOLLOWING DATES:

Saturday, August 31, 2022  
Tuesday, September 3, 2022  
Thursday, September 5, 2024

Saturday, September 7, 2024  
Tuesday, September 10, 2024  
Thursday, September 12, 2024

### *Request for Proposals*

Notice is hereby given that **Helena Housing Authority (HHA) is accepting responses to HHA-FY25-RFP-002: Snow Removal Services, to provide such services for a selection of its Public Housing and Tax Credit sites.** The Scope of Work outlines services to be provided according to the HHA Site Lists. The overall list of HHA sites has been broken into two (2) site groupings, as we encourage potential respondents to propose services for one or both site groupings. Duly qualified firms or individuals responding to this RFP must have a minimum of five (5) years of experience providing Snow Removal Services.

Electronic responses to this RFP (preferred) must be submitted via email to [moneil@hhamt.org](mailto:moneil@hhamt.org) with the subject line "Response to HHA-FY25-RFP-002: Snow Removal Services. Paper responses (to include one (1) original and two (2) copies) may be mailed or hand-delivered to 812 Abbey St., Helena, MT 59601. **All responses must be received no later than 4:30 PM on Wednesday, September 25, 2024.** Complete RFP packets are available for download from the 'Procurement & Contract Opportunities' page of HHA's website ([hhamt.org/procurement-contract-opportunities](http://hhamt.org/procurement-contract-opportunities)).

Questions regarding this solicitation must be received in writing via email by 5:00 PM on Wednesday, September 18, 2024. Please email questions to Michael M. O'Neil, Executive Director, HHA at [moneil@hhamt.org](mailto:moneil@hhamt.org), with the following subject line: "HHA Snow Removal Services RFP Question". Any responses to questions and/or clarifications will be added to the 'Procurement & Contract Opportunities' page of HHA's website to ensure any updates or new information is accessible to all potential respondents in advance of the submittal deadline. Successful award of a one-year contract may include options for contract extensions up to a total contract term of five (5) years.

*Requests return receipt with affidavit.*



# **BACKGROUND ON PUBLIC AND INDIAN HOUSING**

## **PUBLIC HOUSING**

The Low-Income Public Housing program is authorized under the United States Housing Act of 1937, as amended. It authorizes the U.S. Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies (PHAs) in the provision of decent, safe and sanitary dwellings at affordable rents to lower-income families. The public housing program is administered at the local level by PHAs which are non-Federal public agencies authorized by State legislation and generally established by action of a town, city, county, regional area or state.

The PHA functions in the capacity of developer, owner, and manager of its low-income public housing developments. The PHA has the responsibility for planning, financing, constructing, and managing its properties subject to applicable laws and contractual relationships with HUD and the local governing body. The landlord-tenant relationship of the PHA is established by virtue of its ownership of the properties and the provisions of individual leasing agreements with its tenants. The PHA performs all the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

PHA responsibilities for public housing developments are embodied in the State enabling legislation and an Annual Contributions Contract (ACC) entered into between the PHA and HUD. A PHA is required to operate each lower-income project for the purpose of providing decent, safe and sanitary dwelling units within the financial reach of lower-income families and to operate the project with efficiency, economy, serviceability, and stability.

HUD assists PHAs financially through the ACC by providing capital funds for developing new developments and by making annual contributions (debt service payments) according to the ACC. In addition, the Department provides PHAs/IHAs with annual operating subsidies to assist in maintaining the lower-income character of the developments, providing adequate administrative and maintenance services, and to ensure financial solvency. Operating subsidies help cover annual deficits arising as a result of rent limits and the costs of operations, including utilities that exceed scheduled rents.

## **HELENA HOUSING AUTHORITY**

HHA was established by resolution of the Helena City Commission in August of 1939. HHA owns and operates 366 units of public housing scattered amongst 26 different sites throughout Helena. HHA currently administers 381 Local Housing Choice Vouchers, 36 Permanent Supportive Housing (PSH) Vouchers, and 5 Veteran Affairs Supportive Housing (VASH) Vouchers. HHA is also authorized to administer 229 Housing Choice Vouchers, 18 Mod Rehab vouchers, 25 VASH vouchers, 2 Emergency Housing Vouchers, and 7 Mainstream Vouchers for the State of Montana. HHA is also the managing agent for two tax credit projects of 47 units which are treated as component units.

## **HELENA HOUSING AUTHORITY RESERVED RIGHTS**

- Helena Housing Authority (HHA) reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- HHA reserves the right not to award a contract pursuant to this RFP.
- HHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Offeror.
- HHA reserves the right to determine the days, hours, and locations that the successful Offeror shall provide the services called for in this RFP.
- ALL PROPOSAL PRICES submitted shall be FIRM FOR THE PERIOD OF (sixty) 60 days from the date proposal(s) are due. No proposal shall be considered which contains any letter or memorandum or other writing qualifying the same, to the detriment of the Housing Authority.
- HHA reserves the right to negotiate the fees proposed by the Offeror entity.
- HHA reserves the right to reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternative or non-requested services.
- HHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

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Michael M. O'Neil, Executive Director, Helena Housing Authority (HHA)

## INSTRUCTIONS TO OFFERORS AND GENERAL TERMS AND CONDITIONS

1. All proposals shall be ADDRESSED to:

Helena Housing Authority  
Attn: Michael M. O'Neil  
812 Abbey St.  
Helena, MT 56901

2. All proposals shall be delivered by the specified time. Please place a NOTATION ON THE FRONT of the envelope indicating **“PROPOSAL DOCUMENTS FOR: HHA-FY25-RFP-001: SNOW REMOVAL SERVICES.**
3. **ALL PROPOSALS ARE DUE no later than 4:30 PM, Wednesday, September 25, 2024.** Proposals will be referred to a selection committee for tabulation, review, and subsequent recommendations for action.
4. Complete RFP packets are available for download from the 'Procurement & Contract Opportunities' page of HHA's website ([hhamt.org/procurement-contract-opportunities](http://hhamt.org/procurement-contract-opportunities)).

Within the packet are the following documents:

1. Request for Proposals
2. RFP Advertisement
3. Background on Public and Indian Housing
4. HHA Reserved Rights
5. Instructions to Offerors and General Terms and Conditions (see Item 15, Attachment G)
6. Scope of Work
7. Offeror Evaluation
8. Summary of Submission Requirements
9. Offeror Equipment List
10. Affidavit of Non-Default
11. Form of Non-Collusive Affidavit
12. HHA Site Lists & Maps
13. Sample Contract
14. Davis Bacon Wage Rate Determination
15. HUD 5369-B: Instructions to Offerors (Non-Construction)
16. HUD Form 5369-C: Certifications & Representations of Offerors
17. HUD Form 5370-C2: General Conditions for Non-Construction Contracts

**Prospective Offerors must RETURN ITEMS 1 – 6 TO Helena Housing Authority (HHA):**

1. Letter of Intent/Cover Page briefly describing the Offeror’s desire to submit a proposal;
2. **Statement of Qualifications (including)**
  - A. A brief description of company background, number of years providing services, and firm’s ability to provide the services identified within, and in addition to, the Scope of Work. Please include a completed **Offeror Equipment List form (see Attachment A)** to showcase what equipment will be readily available for Snow Removal Services responses as detailed in this RFP. Please also include any types of ice melt that your firm might intend on using on HHA sites, including costs, as HHA must approve ice melts to reduce costs and to reduce impact on masonry and landscaping;
  - B. A total staffing count of your firm and expected count of staff members to be assigned to this account. Please also appropriately showcase how many individuals may be available to respond and provide Snow Removal Services after a snowfall ceases registering one (1) inch or more, as well as during any other non-traditional hours (holidays, weekends, and outside of the hours of 8:00AM - 5:00PM Monday - Friday). Please also include the experience (in years) and qualifications (e.g. Snow Plow operation) for each project/staff member to be assigned to this account;
  - C. Based upon the number of expected staff and qualification levels of staff, please provide billable hourly rates for services/fee schedule, including any available billing options (e.g. flat monthly service fees) and any available or applicable rates or discounts. ***Please use Attachment B (HHA Site Lists & Maps) to complete a Proposal Price Summary Form for one or both Site Groupings to include with your proposal.*** We encourage all offerors to submit proposals for each Site Grouping, so that (if interested) your firm may be awarded a service agreement to provide Snow Removal Services to one or both of HHA’s Site Groupings;
  - D. The average and likely response time to respond to recorded snowfall of more than one (1) inch and what tool or measure will be used to initiate responses. ***Please note: HHA requires that all sites are to be cleared of snow & ice no later than twenty-four (24) hours after a snowfall ceases registering one (1) inch or more.***
  - E. A description of the firm’s or individual’s understanding of, and experience with, Certified Payroll, applicable wage rate determinations, and detailed invoicing;
  - F. A description or plan exemplifying your capability and willingness to respond to the Scope of Work, as well as fluctuating, de-escalating, and/or special service needs that may arise;
  - G. A proposal summary highlighting what makes your organization a superior choice for the HHA and any value-added services not covered in the Scope of Work which your firm can offer HHA (e.g. snow hauling to make room for more snow); and

- H.** A minimum of four (4) references for whom you are providing snow removal services or have provided such services within the past three (3) years. Please provide a brief description of the types of services provided, number of years of service provided, and current contact information.
- i. If able, please include clients that are either government entities, non-profit organizations, or in the business of multi-family housing, as these are likely to best convey services provided to and outcomes expected by Helena Housing Authority.
3. The original signed and notarized Affidavit of Non-Default form;
  4. The original signed and notarized Form of Non-Collusive Affidavit; and
  5. The original signed form of the Certifications and Representations of Offerors HUD Form 5369-C (Instructions for HUD-5369-C are outlined on HUD-5369-B);
  6. All Offerors must submit proof of required licenses and insurance, if applicable.
  7. Offerors are required to submit proposal services AS SPECIFIED above. Failure to do so will result in rejection of the proposal.
  8. The Offeror agrees that contracts awarded by Helena Housing Authority WILL NOT BE assigned, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by Helena Housing Authority.
  9. All business relating to proposal shall be transacted at HELENA HOUSING AUTHORITY OFFICES, unless otherwise agreed upon in contract documents.
  10. All proposals will be evaluated based upon rating factors as identified in this RFP (see page 11). A one-year contract will be awarded to the highest scoring responsible individual/firm whose proposal, with price and other factors considered, is most advantageous to HHA.
  11. THE ANTICIPATED CONTRACT PERIOD WILL BE FROM OCTOBER 2, 2024 TO OCTOBER 2, 2025. THE CONTRACT(S) MAY BE RENEWED FOR UP TO AN ADDITIONAL FOUR (4) YEARS DEPENDING ON SUCCESSFUL COMPLETION AND MUTUAL AGREEMENT OF BOTH PARTIES.
  12. The OFFEROR SHALL be responsible for any damages to Helena Housing Authority property caused by the Offeror or his/her/its agents. The Offeror further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall agree to indemnify and save harmless Helena Housing Authority against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason on any accidents, damages, or injuries, torts, or trespasses happening in and about or in any way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry any applicable or other usual Property Damage and Liability Insurance and to furnish certificate(s) therefore, when required by Helena Housing Authority.

13. Section 3 requirements are applicable to Helena Housing Authority contracts as required per HUD regulation 24 CFR part 75.
14. The firm/individual (Offeror) guarantees the proposal submitted is not a product of collusion with any other Offeror and no effort has been made to fix the proposal price of any Offeror or to fix any overhead, profit, or cost estimate of any proposal or its price.
15. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM: The successful applicant must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in EXECUTIVE ORDER 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act 1968 (12 USC 170u), as amended and HUD regulations To discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned business. Also, the sponsor will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.
16. The attached form HUD 5369-B (Attachment G) shall be considered inclusive of the instructions. As a recipient of federal HUD funds, this is a required attachment.

# SCOPE OF WORK

## INTRODUCTION

HHA owns and operates 366 units of public housing scattered amongst 32 different sites throughout Helena. HHA is also the managing agent for two tax (2) credit projects of 47 units. HHA is charged with end-to-end responsibilities of all units, including maintenance and unit turnover.

Unless otherwise noted, general Scope of Work specifications are applicable to ALL locations on the attached HHA Site Lists/Proposal Price Summary Forms & Maps (Attachment B). This Scope of Work is informed by City of Helena ordinances regarding Snow & Ice Removal in order to ensure that the agency is, at a minimum, compliant with said ordinances.

### A) Completion Times:

HHA requires that all sites are to be cleared of snow & ice no later than twenty-four (24) hours after a snowfall ceases registering one (1) inch or more:

- i. Lots are to be plowed no later than twenty-four (24) hours after a snowfall ceases registering one (1) inch or more;
- ii. Sidewalks are to be cleared no later than twenty-four (24) hours after a snowfall ceases registering one (1) inch or more;
- iii. Please note that for Snow Removal Services in pedestrian/residential areas (unless otherwise indicated in Section E below), ALL sidewalks, drivelines, and accesses to garbage dumpsters need to be addressed after a snowfall ceases registering one (1) inch or more.

B) Snow must be properly placed to minimize loss of parking space (please see HHA Site Maps, Attachment B). **Unless obstacles are present, snow is to be plowed and piled at areas marked with a red X on HHA Site Maps.**

C) Snow must be removed from all city sidewalks and all interior sidewalks (please see HHA Site Maps, included with Attachment B)

- i. Sidewalks from resident units to the city sidewalk or common sidewalk are the responsibility of the resident and are not required to be shoveled (please see HHA Site Maps, included with Attachment B). Sidewalks highlighted in yellow are the responsibility of the Offeror/Contractor. **Sidewalks marked in red (or otherwise unmarked) are the responsibility of the tenant.**
- ii. Sidewalks that are the responsibility of Offeror/Contractor are to be treated with Ice Melt if and when ice remains, or would quickly form, after clearing of snow.

D) Offeror/Contractor will be responsible for sanding sites after snow removals.

- i. Spring Cleanup, for requested sites, to remove any excess sand as a result from sanding.

HHA will evaluate proposals based on the firm's / individual's ability to adequately provide these components, as well as suggest additional services that may meet currently un-established needs, in the best interest of the HHA. The components will be scored TOGETHER with the goal of one or more firms/individuals providing all Snow Removal Services for HHA.

**RATING FACTORS TO BE USED IN  
OFFEROR EVALUATION**

**For**

**HHA-FY25-RFP-002: SNOW REMOVAL SERVICES**

All proposals received by the specified date and time will be referred to a selection committee for tabulation, review, and subsequent recommendations for action. **A one-year contract will be awarded to the responsible individual/firm whose qualifications are most advantageous to HHA, with price and other factors considered.**

The “Best and Final Offer” is an option available to Helena Housing Authority (HHA) under the RFP process which permits HHA to request a “Best and Final Offer” from one or more Offerors. A request for a “Best and Final Offer” does not imply selection or contract award.

Although the following criteria will be used in making the selection, no single criterion will be the determining factor in the selection of Offerors with whom the HHA may commence negotiation of the agreements or in the final selection of which proposal best responds to all the needs of Helena Housing Authority.

Proposals will be evaluated in the following manner:

NO.	ITEM DESCRIPTION	POINTS
1.	<u>Statement of Qualifications</u> : Company and staff qualifications, experience/licensures, demonstrated ability to provide requested services identified within, and in addition to, the Scope of Work	20
2.	<u>Responsiveness/Approach &amp; Service Options</u> : Including, but not limited to, description or plan exemplifying capability/willingness to respond to the Scope of Work, as well as fluctuating, de-escalating, and/or special service needs that may arise or alternative services not described in this RFP.	35
<i><b>Please note:</b></i> As it greatly reduces HHA’s administrative burden, extra points will be awarded in this category to those individuals/firms that represent & offer the ability to provide services for both Site Lists.		
3.	<u>Cost of Service &amp; Schedule</u> : Including any undefined or alternative services	25
4.	<u>References (4)</u> : Exemplifying experience providing snow removal services within the past five (5) years, preferably for multi-family housing providers or government agencies requiring Certified Payroll	10
5.	Proposal Clarity and Responsiveness	10
<b>TOTAL</b>		<b>100</b>

***Added Factors/Points***

1.	Minority Participation	5
2.	Section 3	5



## SUMMARY OF SUBMISSION REQUIREMENTS

QUALIFIED FIRMS AND INDIVIDUALS MUST SUBMIT THE FOLLOWING FOR THEIR RESPONSE TO BE CONSIDERED:

### **PROPOSAL PACKAGE**

- A **Letter of Intent/Cover Page** briefly describing Offeror's desire to submit a proposal;
- A clearly identified and detailed **Statement of Qualifications** (to include all items and information outlined in Section 2 of Pages 8-9 of this RFP);
- A proposal summary highlighting what makes your firm a superior choice for HHA and any value-added services not covered in the Scope of Work which your firm can offer HHA;
- The original **signed** and **notarized** Affidavit of Non-Default form;
- The original **signed** and **notarized** Form of Non-Collusive Affidavit;
- The original **signed** form of the Certifications and Representations of Offerors - **HUD form 5369-C; and**
- Proof of required licenses and insurances**, including those for any subcontractors Offeror intends to use on the project (subject to approval by HHA)

### **PLEASE REMEMBER!**

Copies of the RFP Proposal Documents required:

- One (1) original and two (2) copies
- Please place a NOTATION ON THE FRONT of the envelope(s) indicating **“PROPOSAL DOCUMENTS FOR HHA-FY25-RFP-002: SNOW REMOVAL SERVICES”**.

**Submission deadline: must be received by this date and time, not post-marked.**  
**4:30 PM, Wednesday, September 25, 2024**

Location to submit:

Helena Housing Authority  
Attn: Michael M. O'Neil  
812 Abbey St.  
Helena, MT 59601

**All questions/inquiries regarding this solicitation must be directed in writing via email by 5:00 PM on Wednesday, September 18, 2024 to:**

Michael M. O'Neil, Executive Director, HHA at [moneil@hhamt.org](mailto:moneil@hhamt.org)  
Subject: HHA Snow Removal Services RFP Question



## Attachment B

### HHA Site Lists/Proposal Price Summary Forms & Maps

Please note: All of HHA's Public Housing and Tax Credit sites for which services are being requested are listed on the HHA Site Lists & Helena Housing Authority Vicinity Site Map.

Areas that are blocked out on the Site Lists are items for which HHA is **not** requesting service. However, please feel free to provide any additional services you offer, along with corresponding pricing, which may be a benefit to the care of HHA's sites.



# Site List A

WILDER APARTMENTS

ROAD RUNNER RESIDENCES

SITE 25  
MT004006

SITE 14  
MT004005

SITE 32  
MT004010

SITE 24  
MT004006

SITE 15  
MT004005

SITE 18  
MT004005

SITE 23  
MT004006

SITE 19  
MT004005

SITE 28  
MT004006

SITE 10  
MT004003

SITE 04  
MT004003

# Site List B

SITE 03  
MT004003

Helena Housing Authority vicinity site map

SITE 06  
MT004003

SITE 07  
MT004003

SITE 08  
MT004003

SITE 09  
MT004003

SITE 02  
MT004003

SITE 30  
MT004006

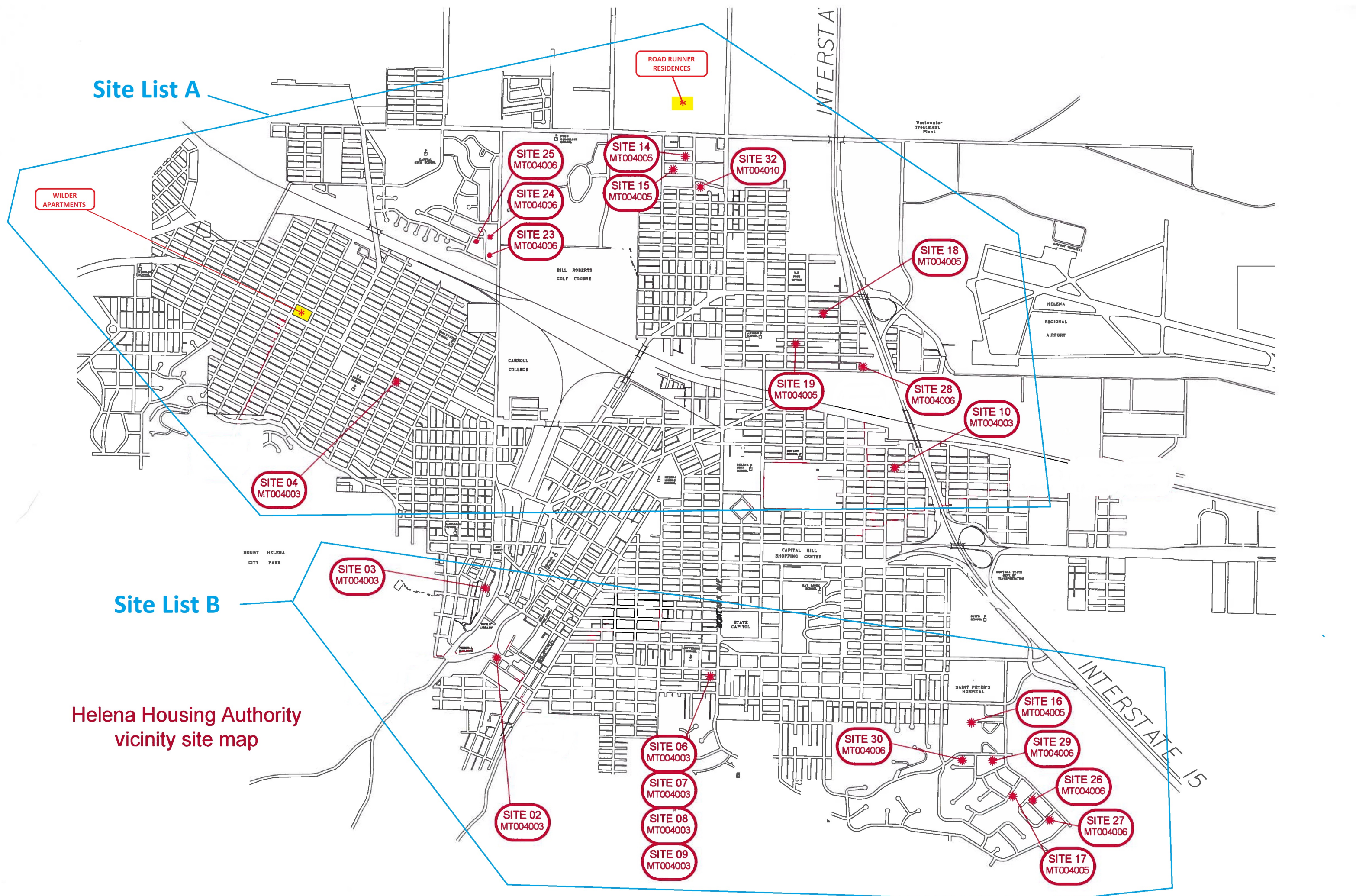
SITE 16  
MT004005

SITE 29  
MT004006

SITE 26  
MT004006

SITE 27  
MT004006

SITE 17  
MT004005





## HHA Site List A

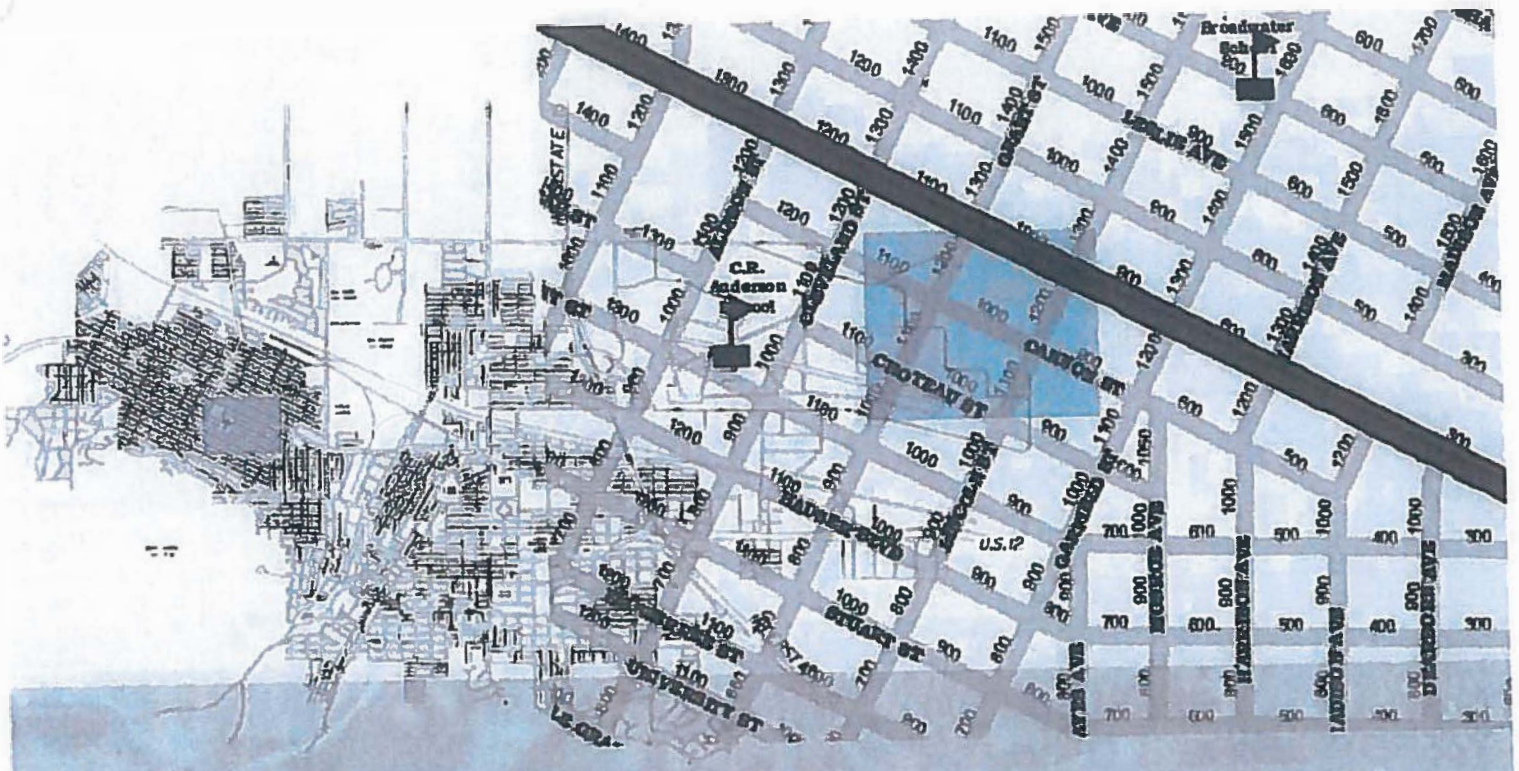
### Proposal Price Summary Form for HHA-FY25-RFP-002

To: **Helena Housing Authority (HHA)**  
**812 Abbey St.**  
**Helena, MT 59601**

<u>Site</u>	<u>Site Address</u>	<u>Helena Housing Authority Vicinity Site Map Number</u>	Proposed Cost for Snow Removal at Site(s)	Proposed Cost for Spring Parking Lot Clean-Up
Cannon/Grant	1201, 1203 & 1211 Cannon; 1012, 1016 Grant	Site 04: MT004003		Lot Clean-Up not requested for this site
Livingston	2001, 2009, 2011, 2015 & 2019 Livingston	Site 10: MT004003		Lot Clean-Up not requested for this site
Tara Court	920, 922, 924, 926, 928 & 930 Tara Ct.; 3102 & 3104 Tara Ct.	Site 14: MT004005		Lot Clean-Up not requested for this site
Camelot Court	800, 802, 804, 806, 808, 810, 812, 814, 816 & 816 1/2 Camelot Ct.	Site 15: MT004005		Lot Clean-Up not requested for this site
Aspen	1611, 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627 & 1629 Aspen	Site 18: MT004005		Lot Clean-Up not requested for this site
Chestnut	1513 & 1515 Chestnut	Site 19: MT004005		Lot Clean-Up not requested for this site
Teakwood	2411 Teakwood	Site 23: MT004006		Lot Clean-Up not requested for this site
Teakwood	2531 Teakwood	Site 24: MT004006		
Greenwood	98 Greenwood	Site 25: MT004006		
Phoenix/Oakes	1802, 1804, 1806 & 1808 Phoenix; 1709 & 1711 Oakes	Site 28: MT004006		
National	2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827 & 2829 National	Site 32: MT0040010		
Road Runner	1071 & 1075 Road Runner	<b>Please see Road Runner Residences Map</b>		
Wilder	1607 & 1631 Wilder; 1338 Garrison; 1337 Glendale	<b>Please see Wilder Apartments Map</b>		
<b><u>Total Costs for Site List A:</u></b>				

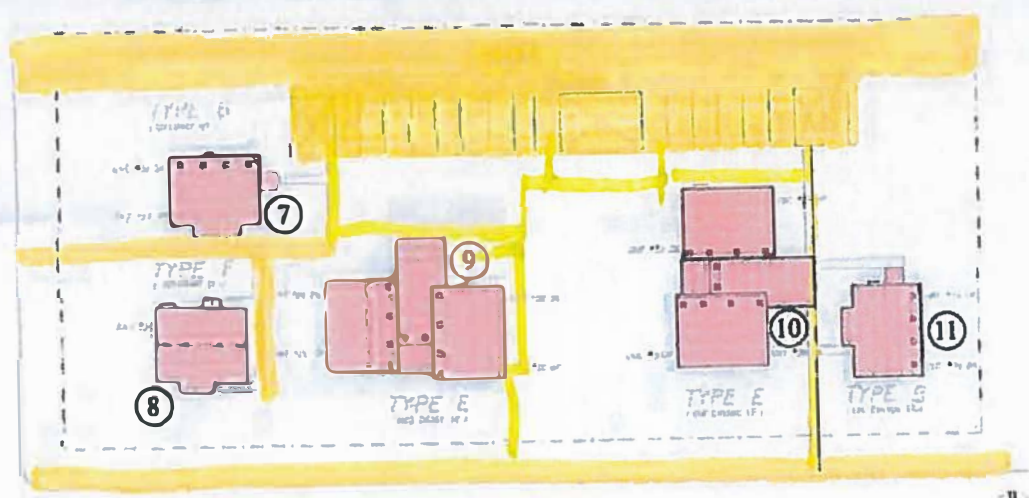
Snow Removal

Spring Clean-up



MT004003 S.04

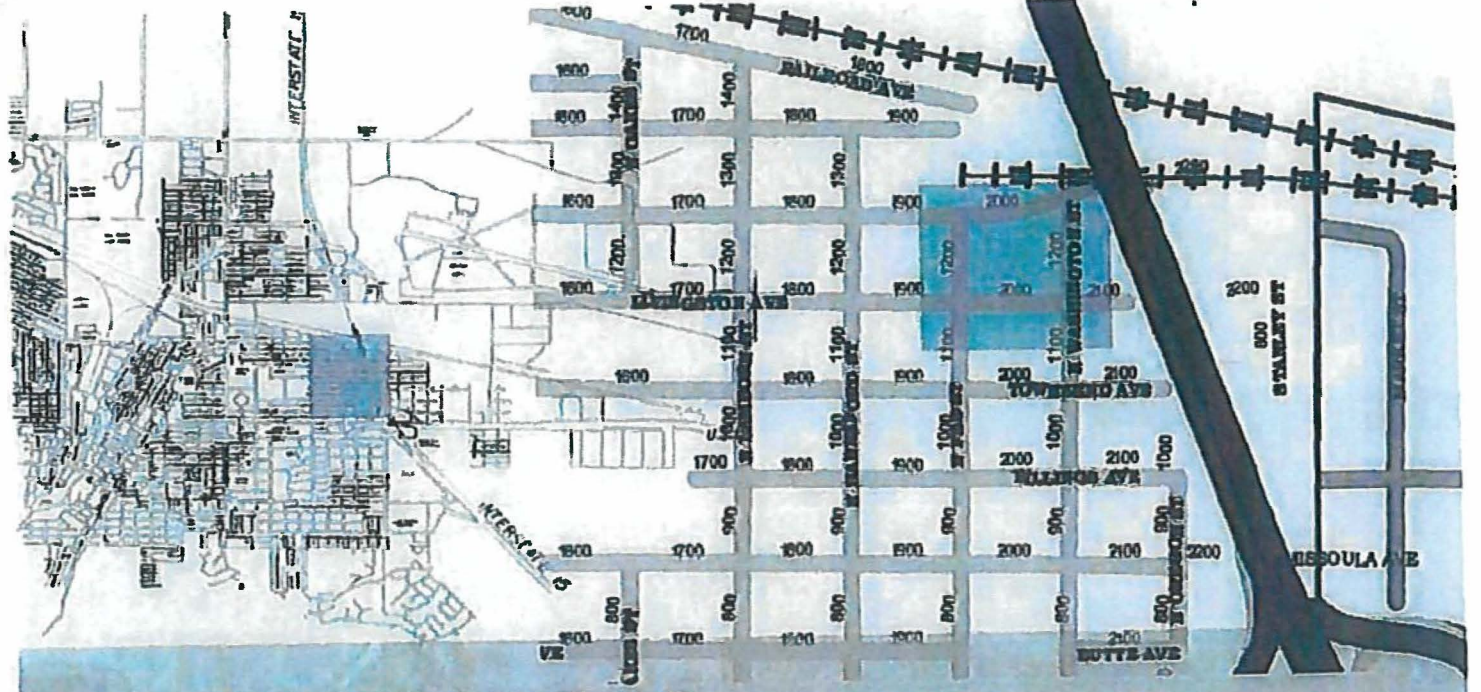
GRANT STREET



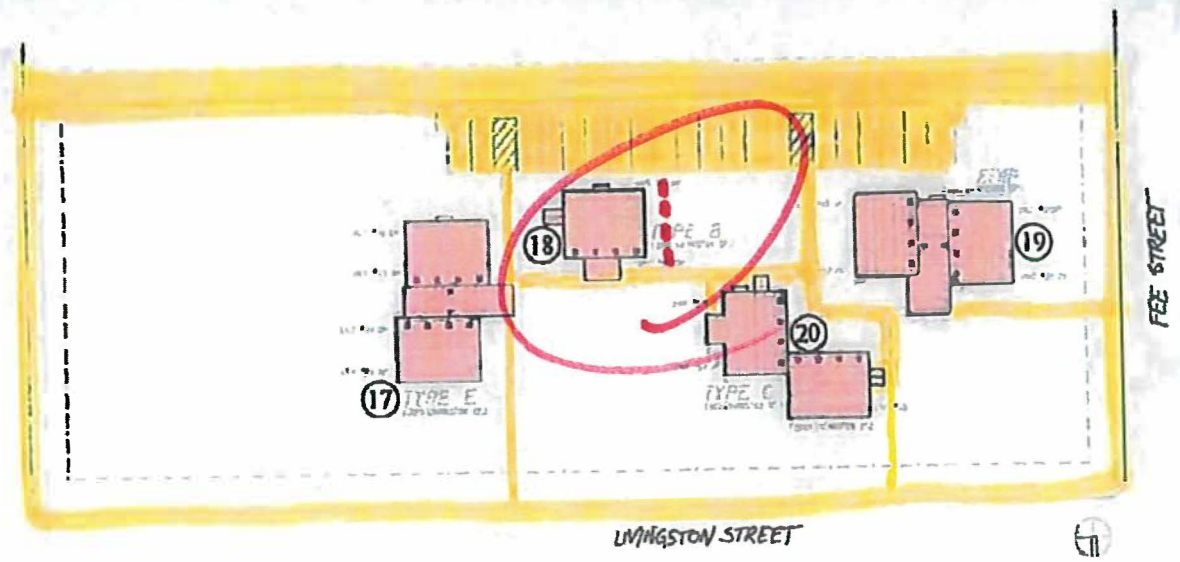
CANNON STREET



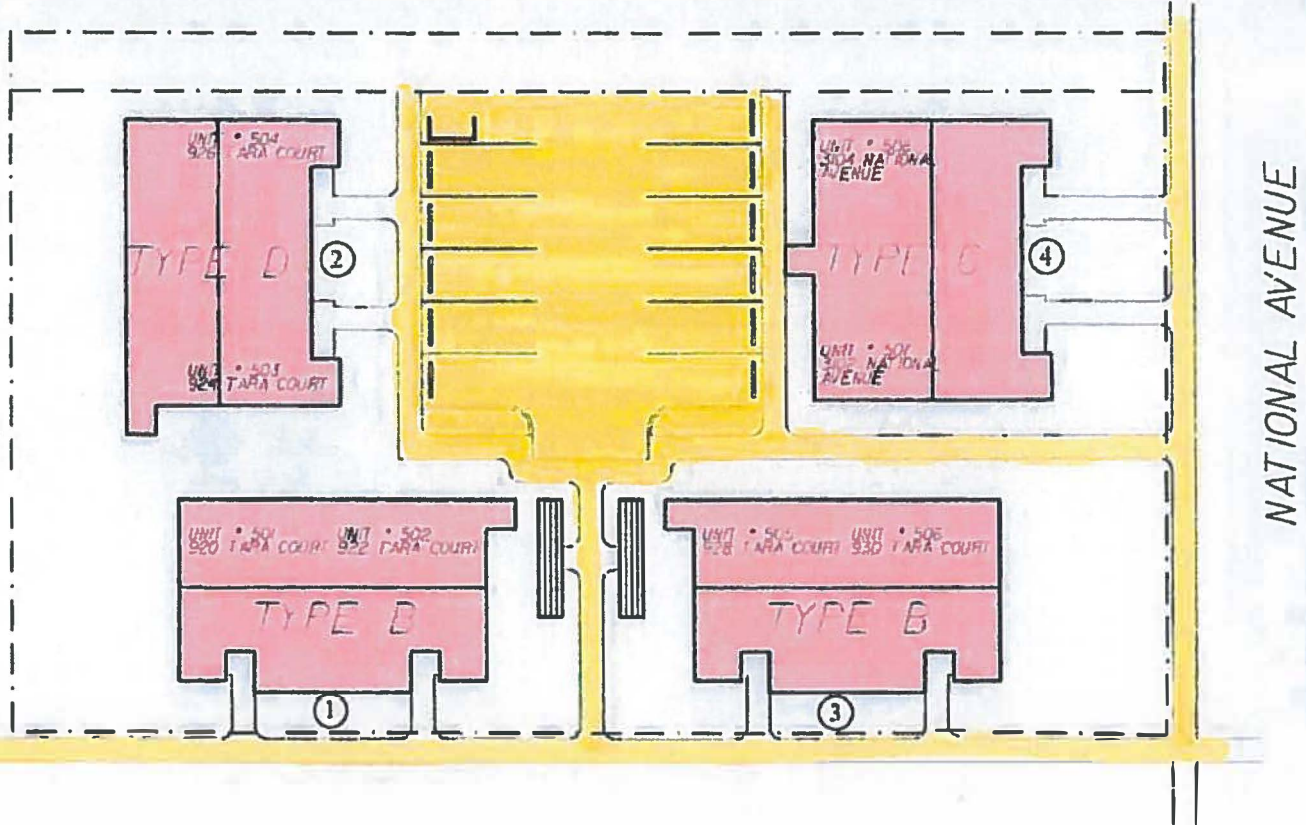
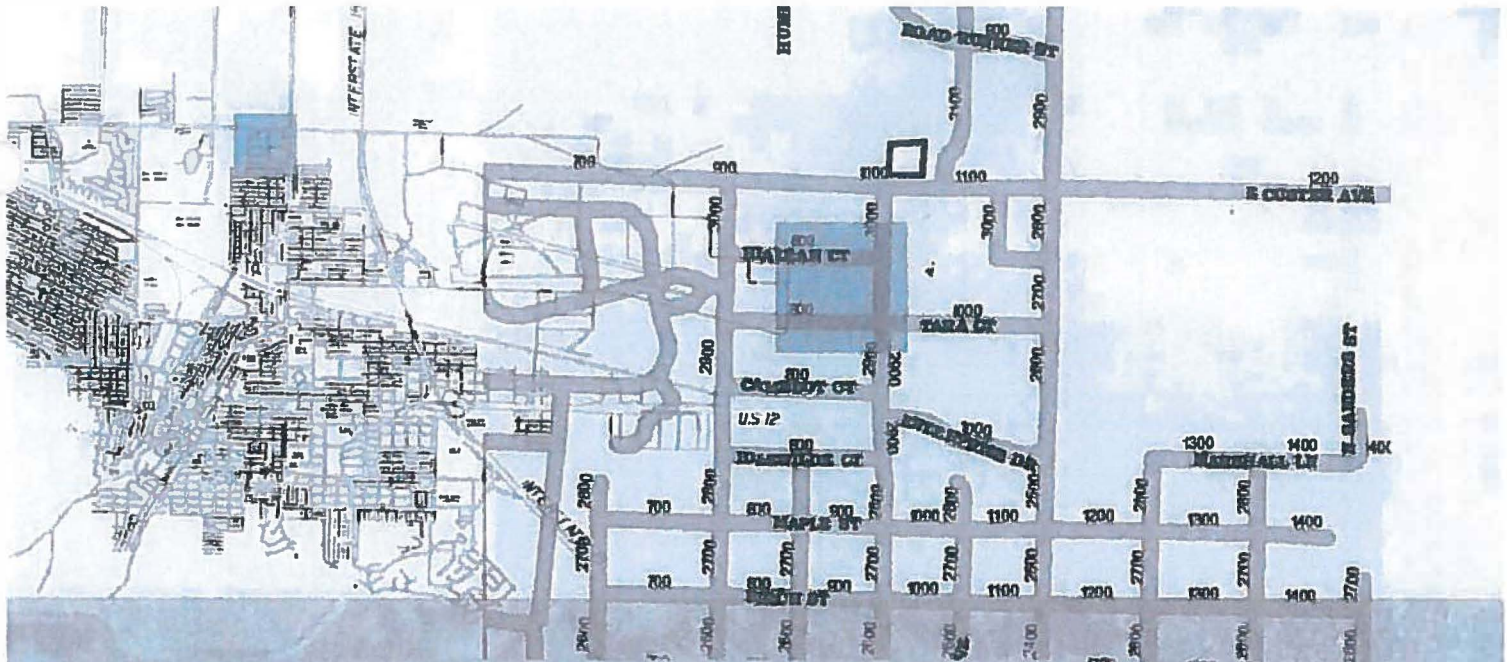




MT004003 S.10



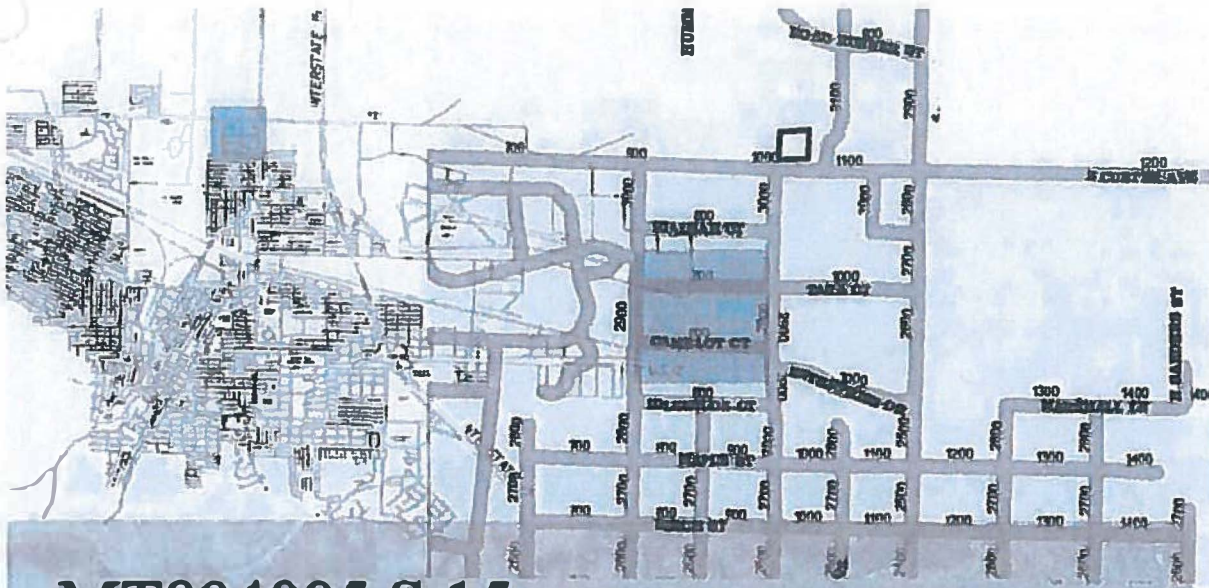




TARA COURT SITE #11  
PROJECT 45

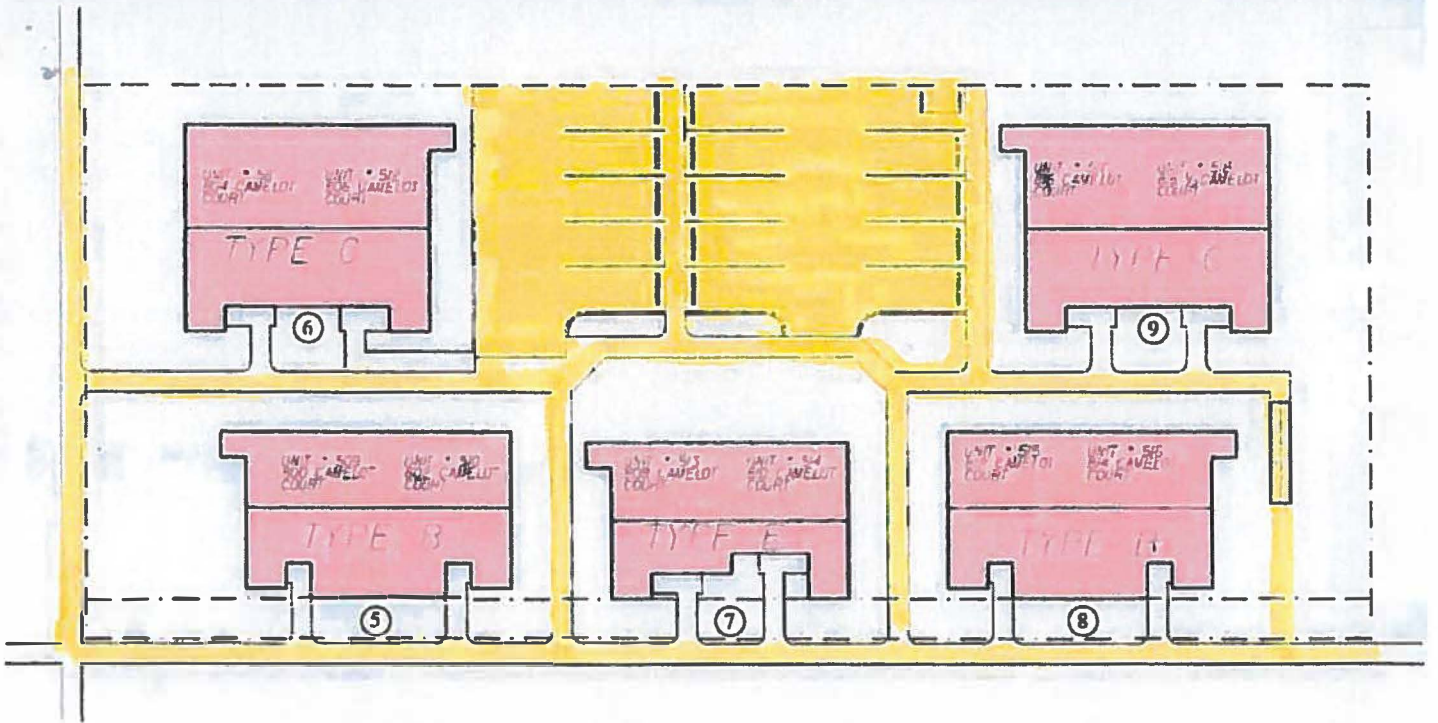






MT004005 S.15

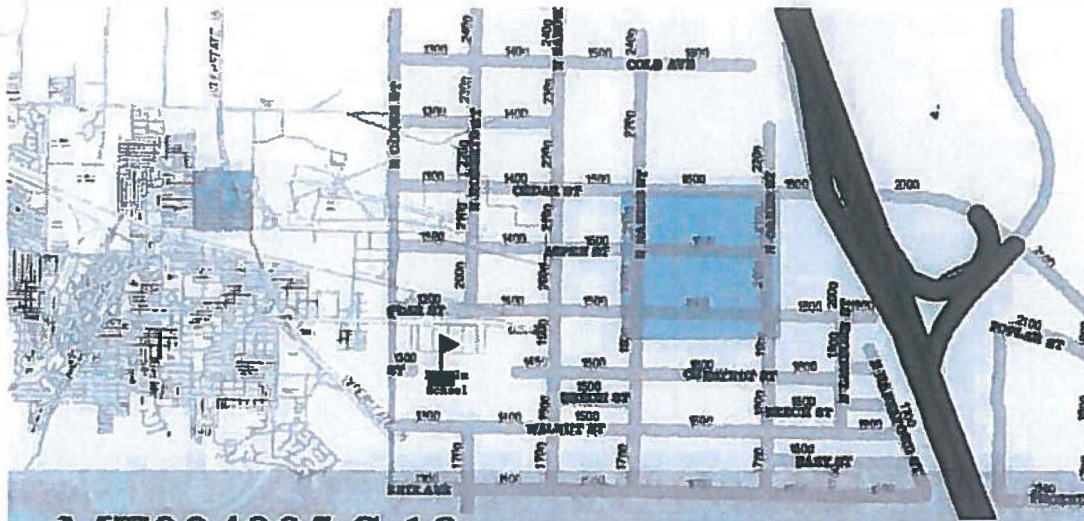
VILLARD AVENUE



CAMLLOT COURT

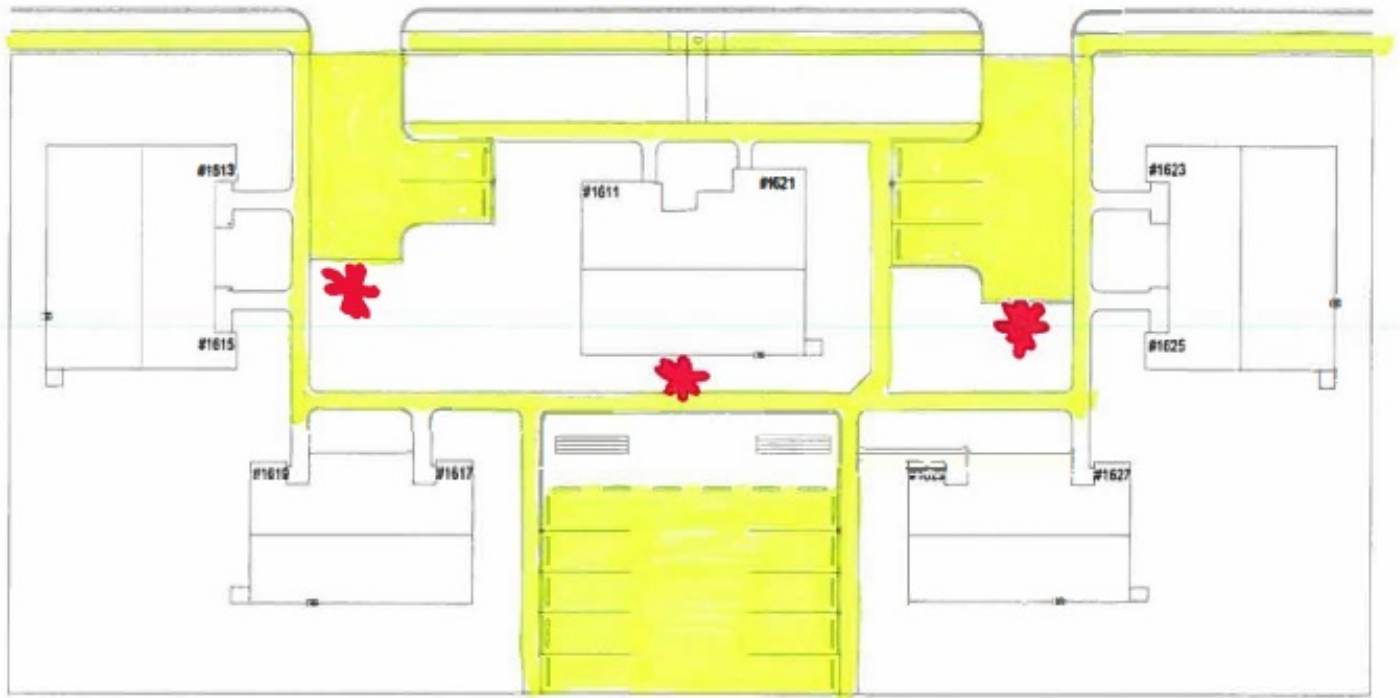
CAMELOT COURT SITE #12  
PROJECT 4-5





MT004005 S.18

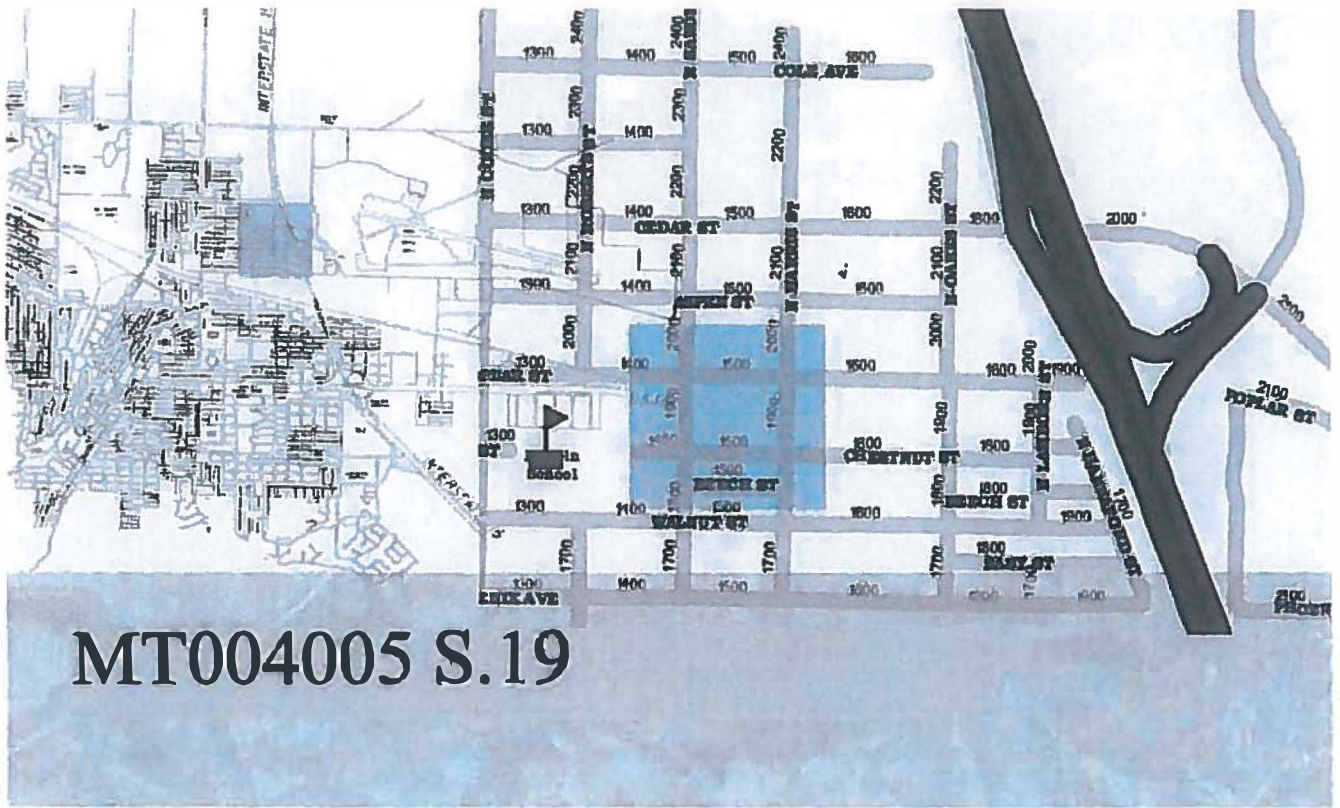
ASPEN ST.



⊕ SITE 18 - ASPEN HOMES - SITE PLAN  
SCALE: 1/4" = 1'-0"

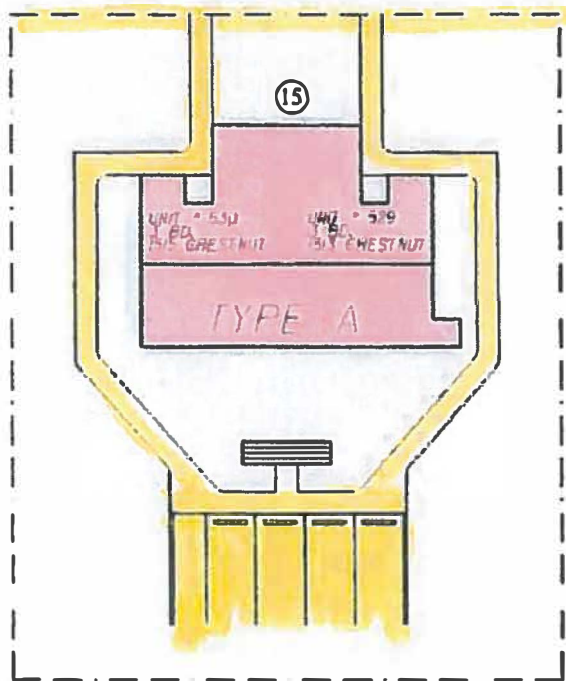






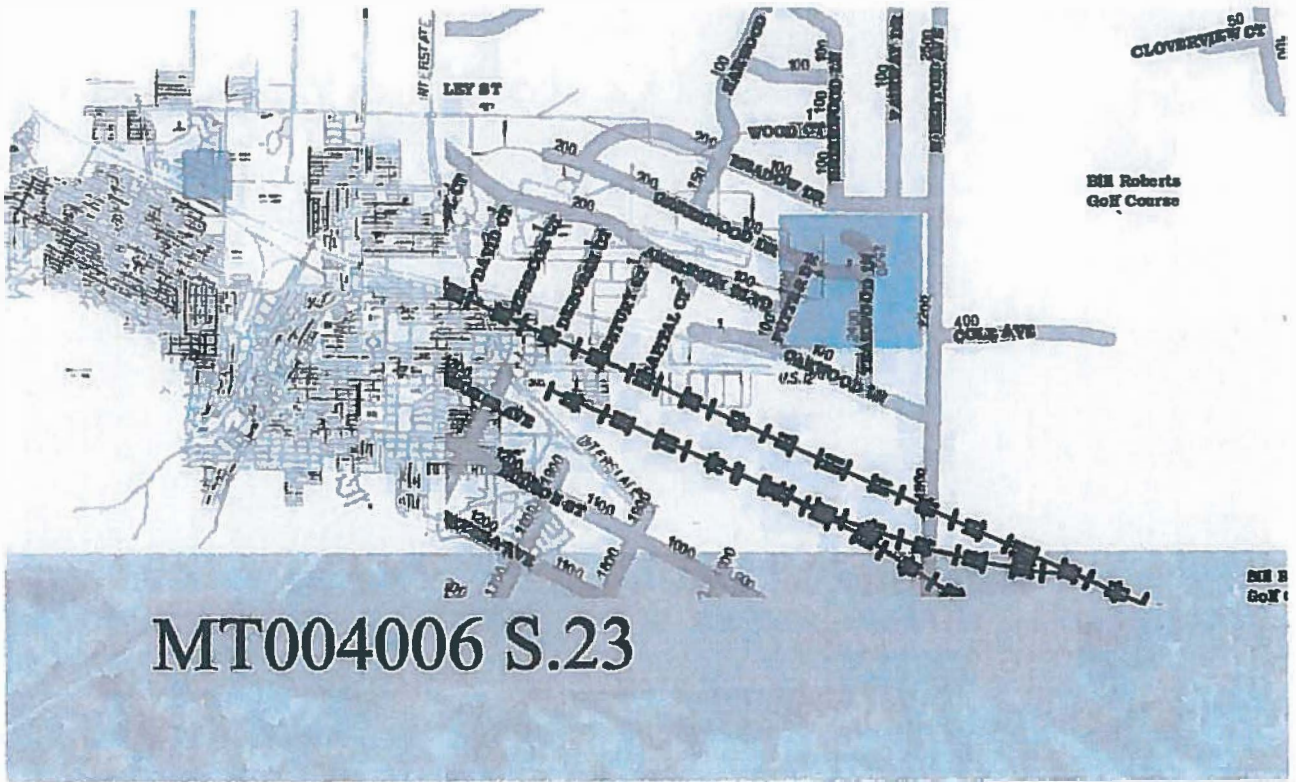
MT004005 S.19

CHESTNUT STREET

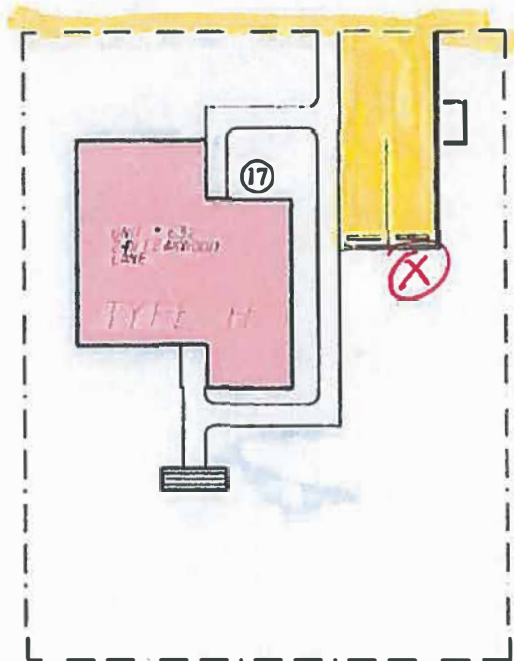


CHESTNUT SITE #16  
PROJECT 4-5





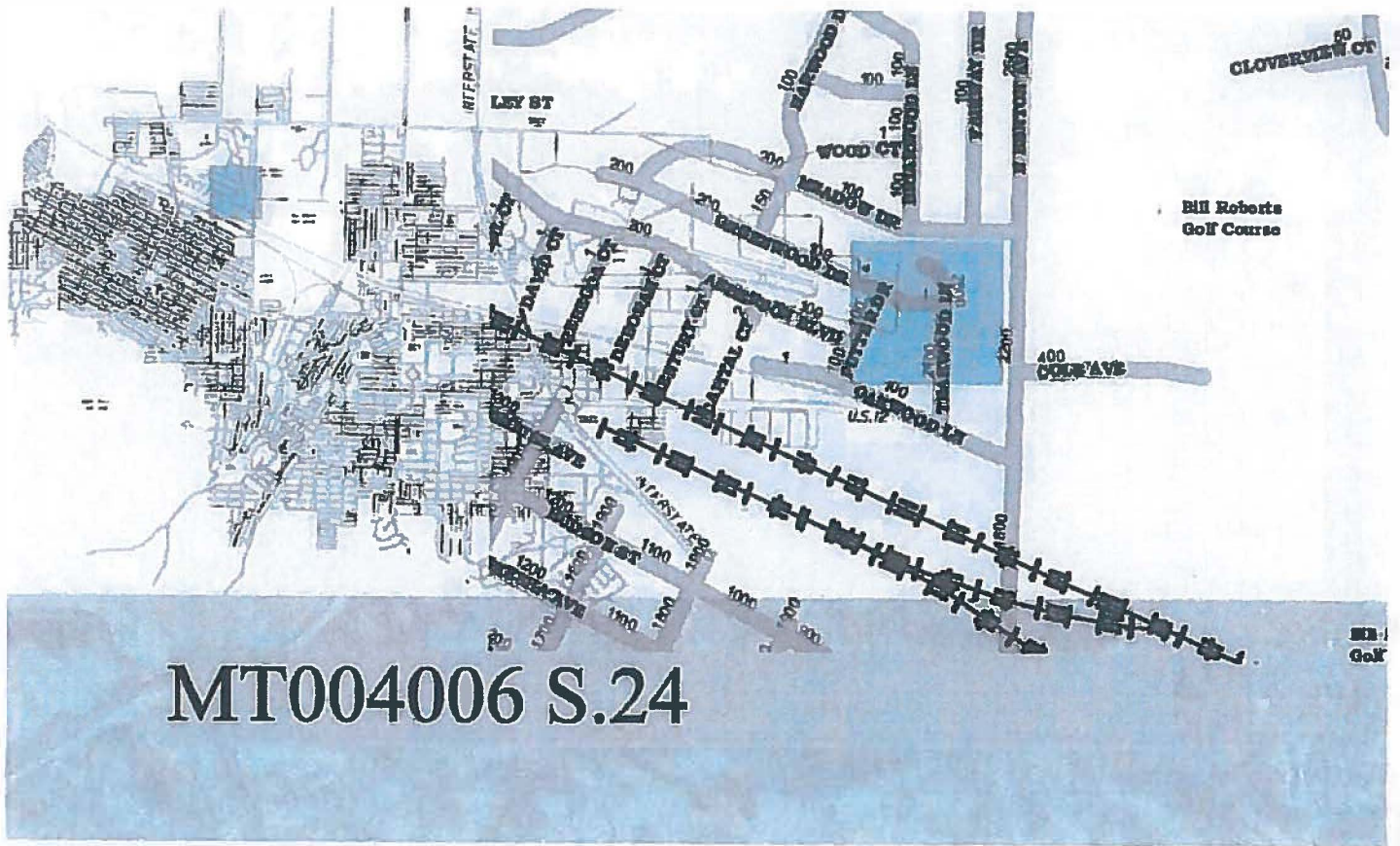
TEAKWOOD LANE



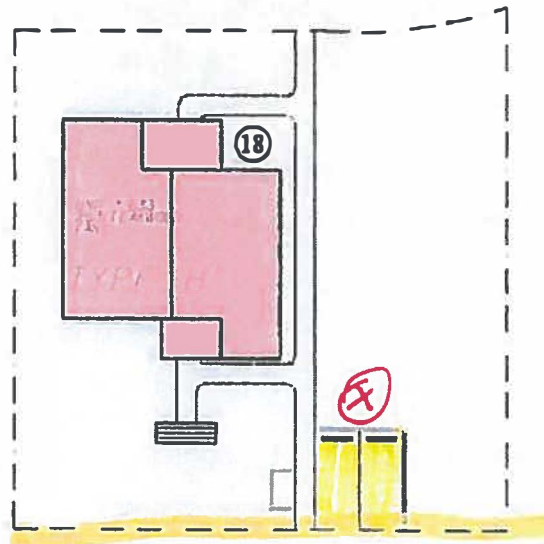
SUNHAVEN SITE #19  
PROJECT 4-6





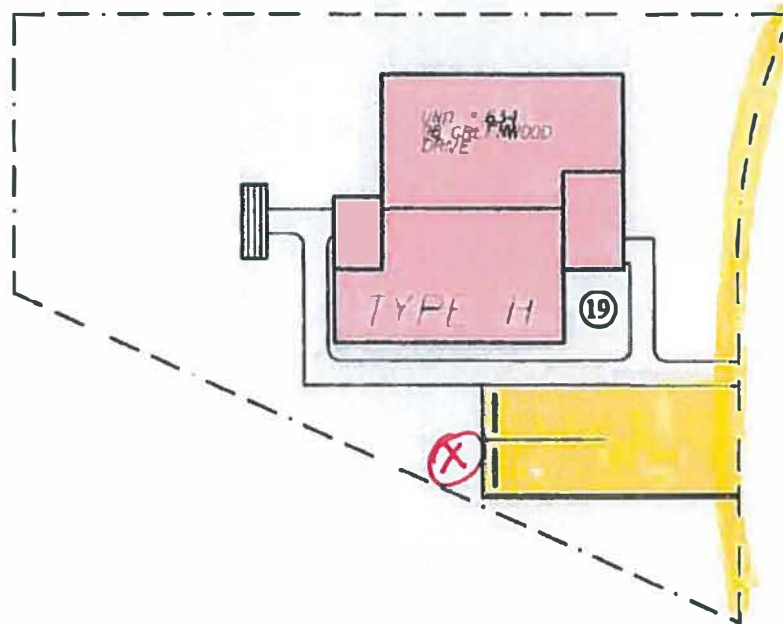
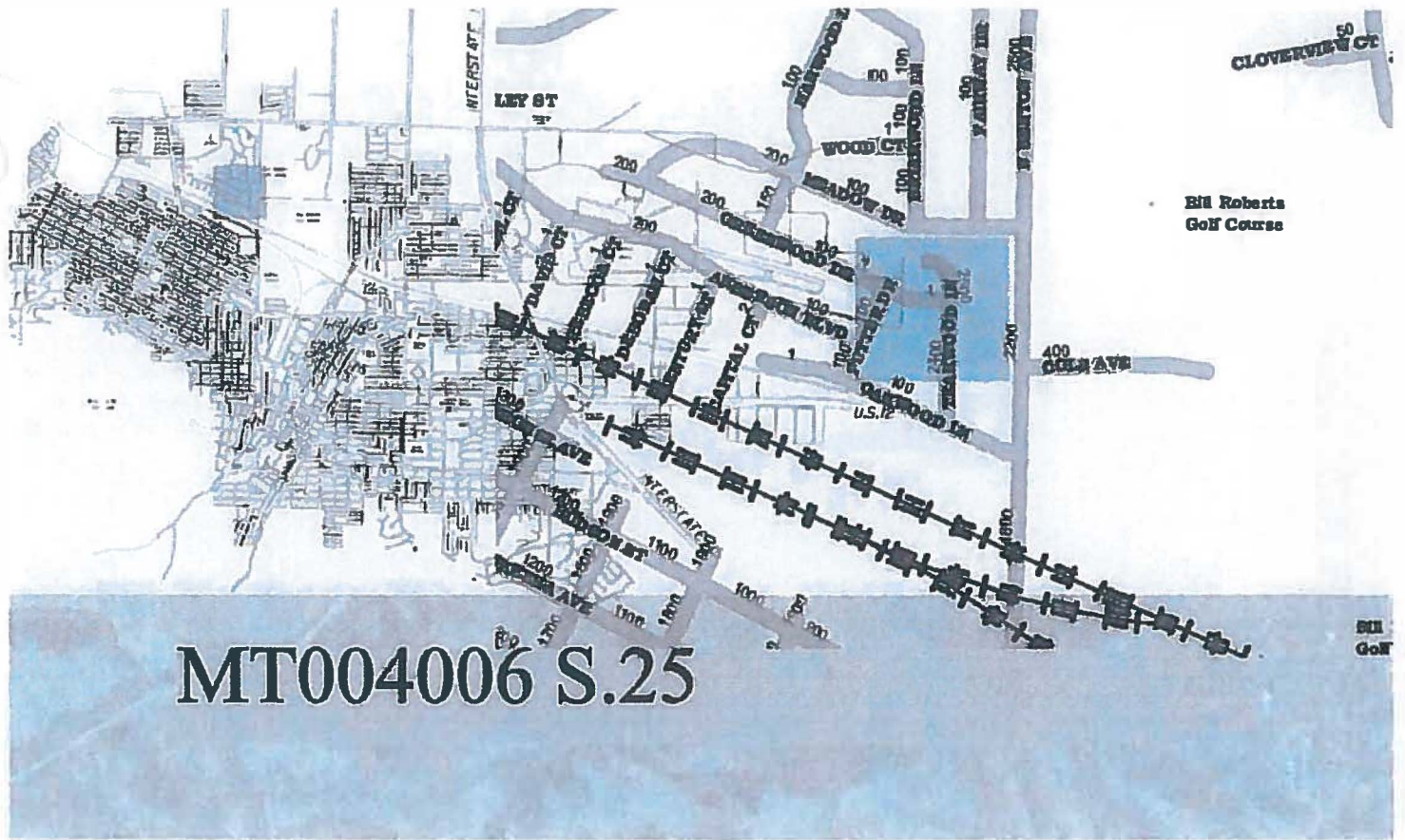


TEAKWOOD LANE



SUNHAVEN SITE # 20  
PROJECT 4-B

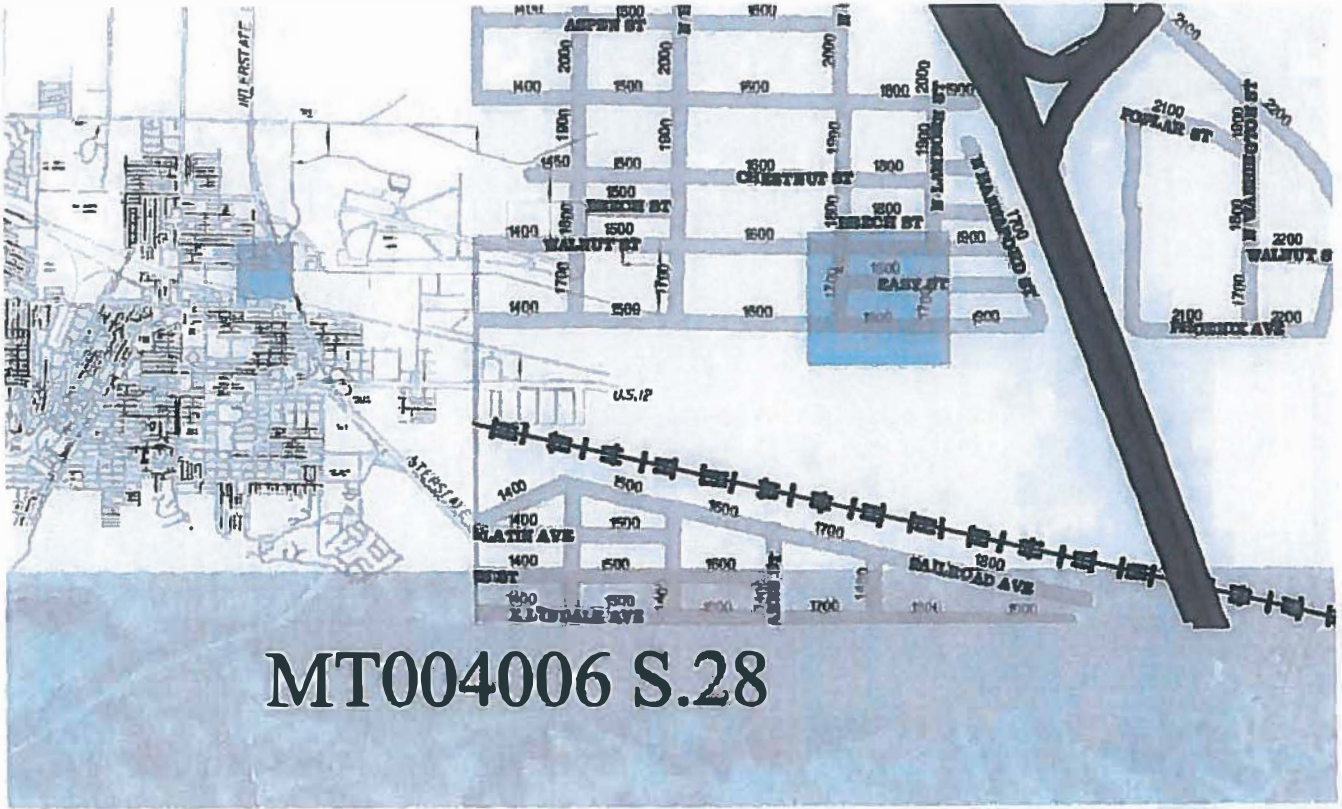




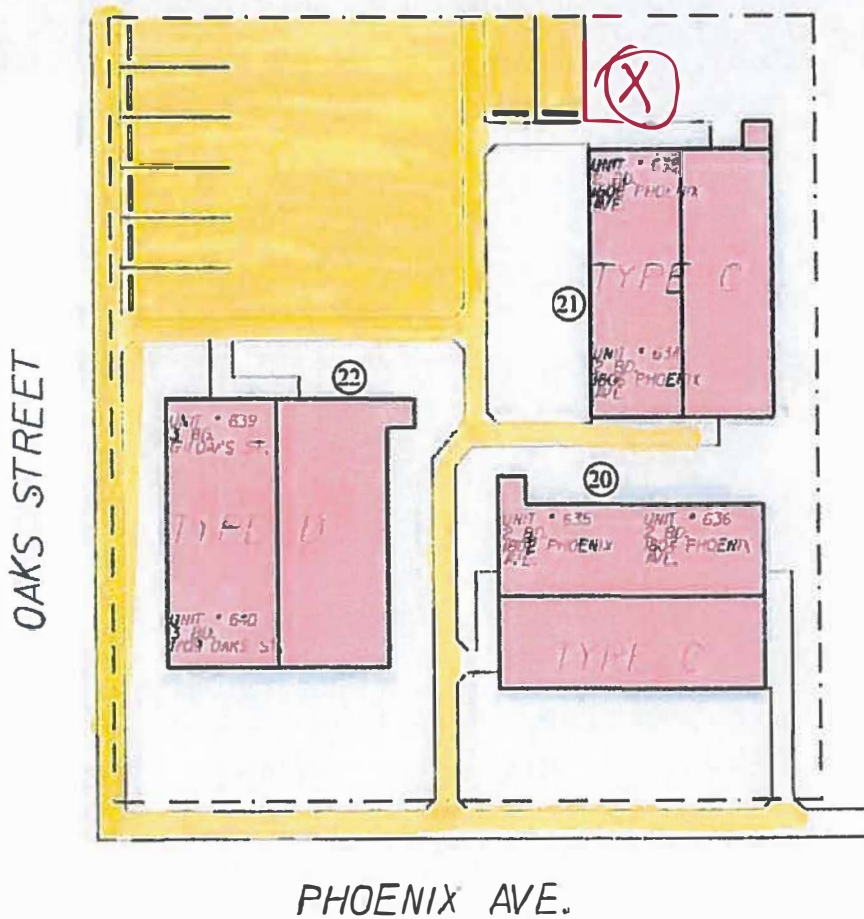
SUNHAVEN SITE #18  
 PROJECT 4-6





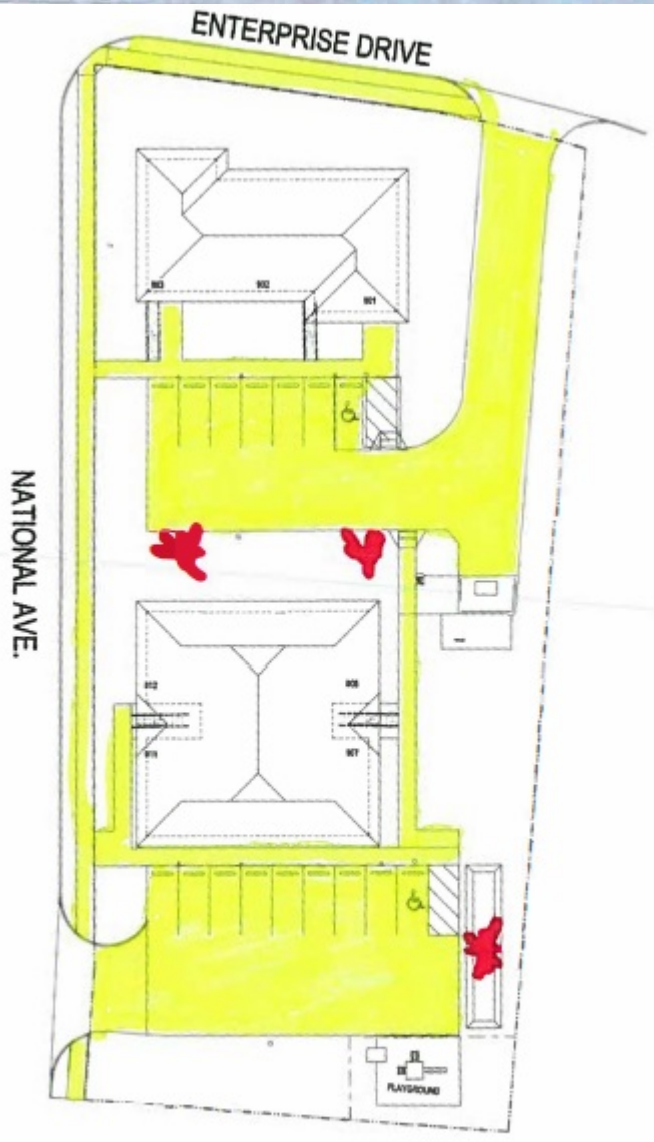
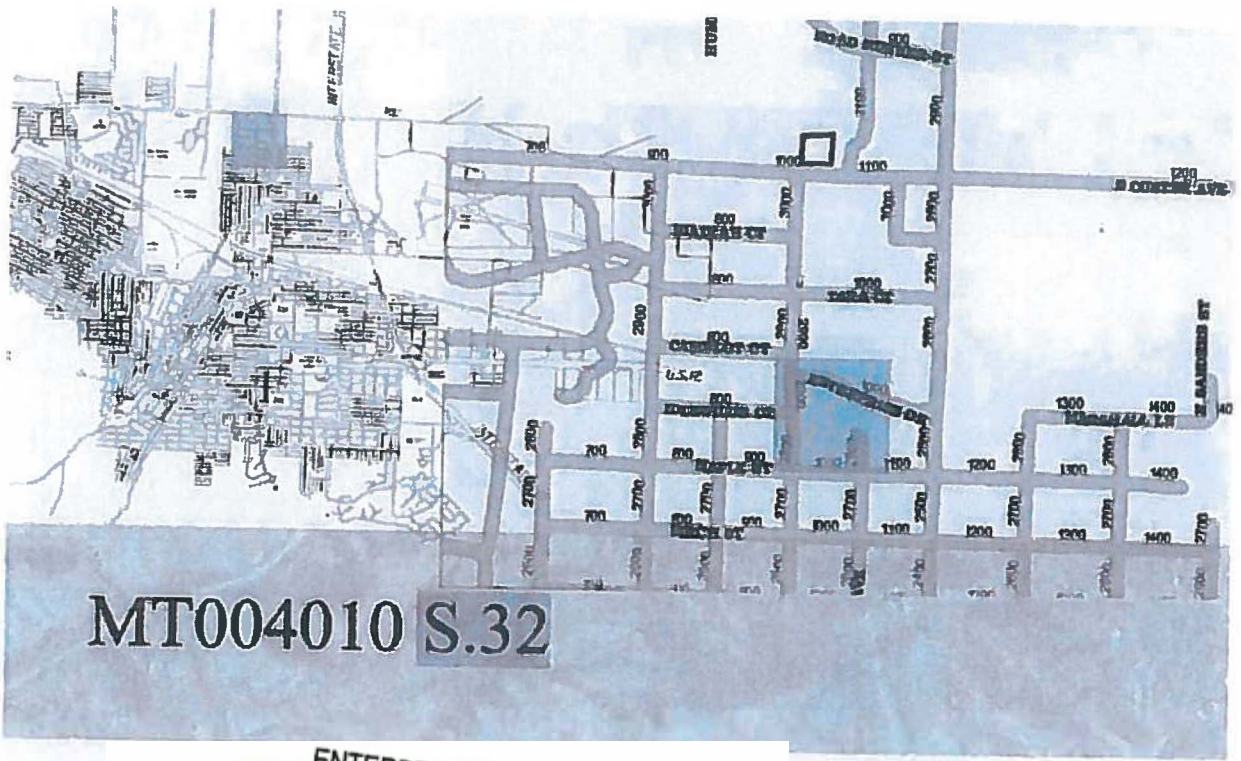


MT004006 S.28



PHOENIX SITE # 25  
PROJECT 4-6



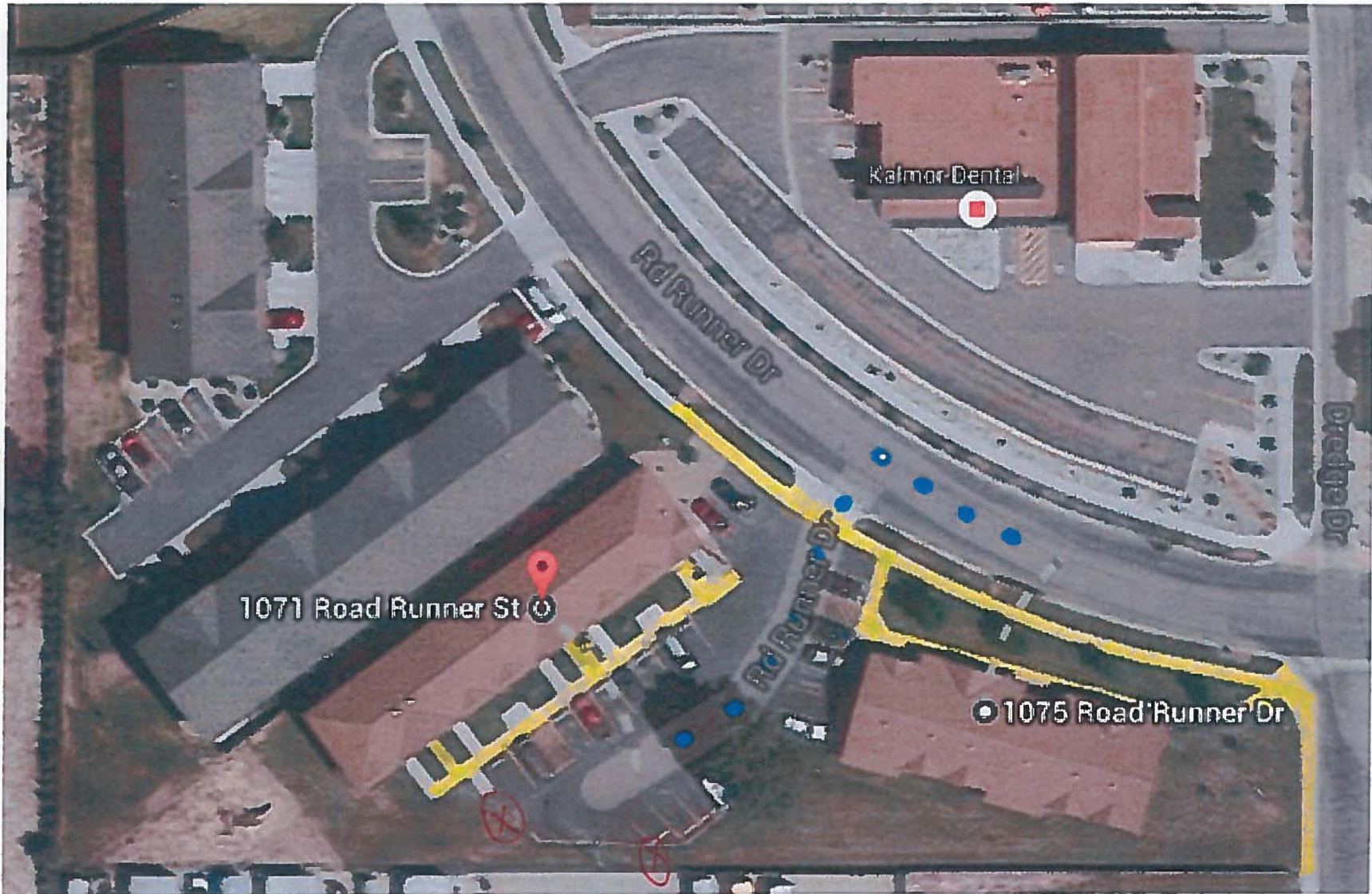


1 NATIONAL AVE. HOMES - SITE PLAN  
SCALE: 1" = 50'





Road Runner Residences  
1071 & 1075 Road Runner St.  
Helena, MT 59602





**Wilder Apartments**  
1607 & 1631 Wilder Ave., 1338 Garrison St. & 1337 Glendale St.  
Helena, MT 59601



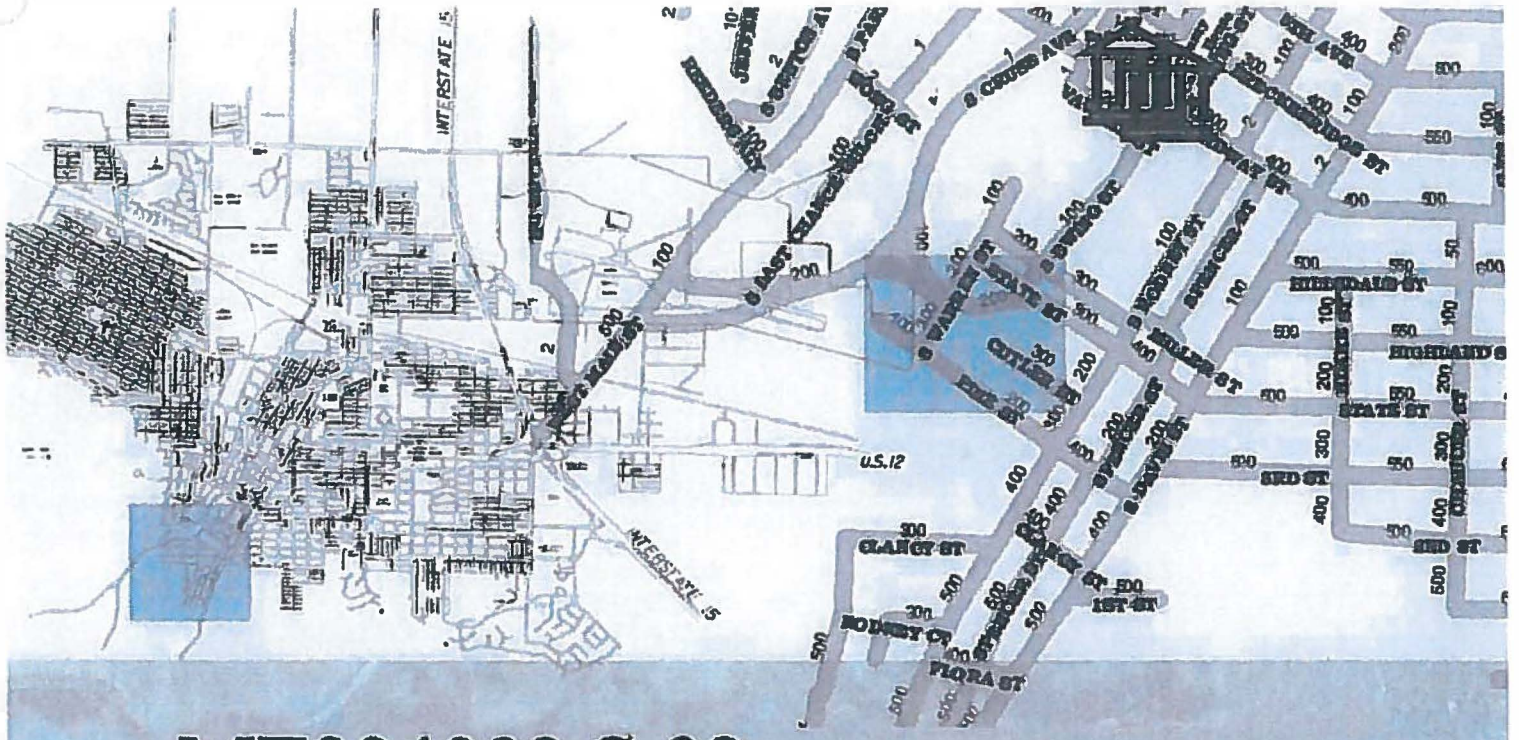
## HHA Site List B

### Proposal Price Summary Form for HHA-FY25-RFP-002

**To: Helena Housing Authority (HHA)  
812 Abbey St.  
Helena, MT 59601**

<u>Site</u>	<u>Site Address</u>	<u>Helena Housing Authority Vicinity Site Map Number</u>	Proposed Cost for Snow Removal at Site(s)	Proposed Cost for Spring Parking Lot Clean-Up
Cutler	101, 103, 105 & 109 Cutler	Site 02: MT004003		
Edwards	110 & 114 Edwards	Site 03: MT004003		
State/ Highland	1114, 1118 & 1130 State; 1129 Highland	Site 06: MT004003 Site 07: MT004003 Site 08: MT004003 Site 09: MT004003		Lot Clean-Up not requested for this site
Tracy Drive	2451, 2452, 2453, 2454, 2456, 2457, 2458, 2459 & 2460 Tracy	Site 16: MT004005		
Southridge	2545, 2547, 2549 & 2551 Southridge	Site 17: MT004005		
Hideout/ Saddle	903 & 901 Hideout; 103 Humbolt; 900 Saddle	Site 26: MT004006		
Humbolt	138A, 138B, 140A & 140B Humbolt	Site 27: MT004006		
Lower Beltview	2503, 2505, 2507, 2509, 2511, 2513, 2515 & 2517 Lower Beltview	Site 29: MT004006		
Upper Beltview	2409, 2411, 2423, 2415, 2417, 2419 & 2421 Upper Beltview	Site 30: MT004006		
<b><u>Total Costs for Site List B:</u></b>				
			<b>Snow Removal</b>	<b>Spring Clean-up</b>





# MT004003 S.02



1 SITE 02 - CUTLER HOMES - SITE PLAN  
SCALE: 1" = 80'



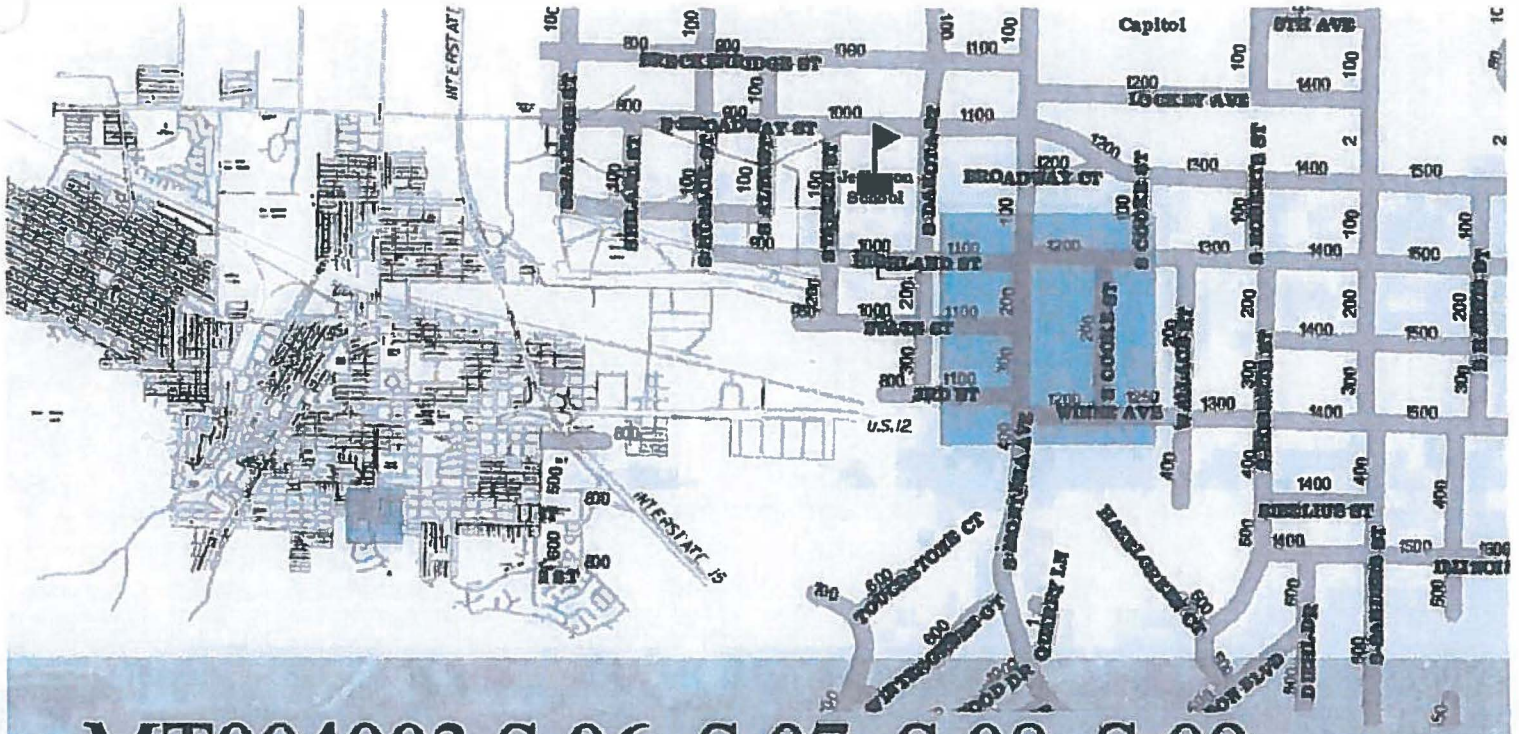




MT004003 S.03

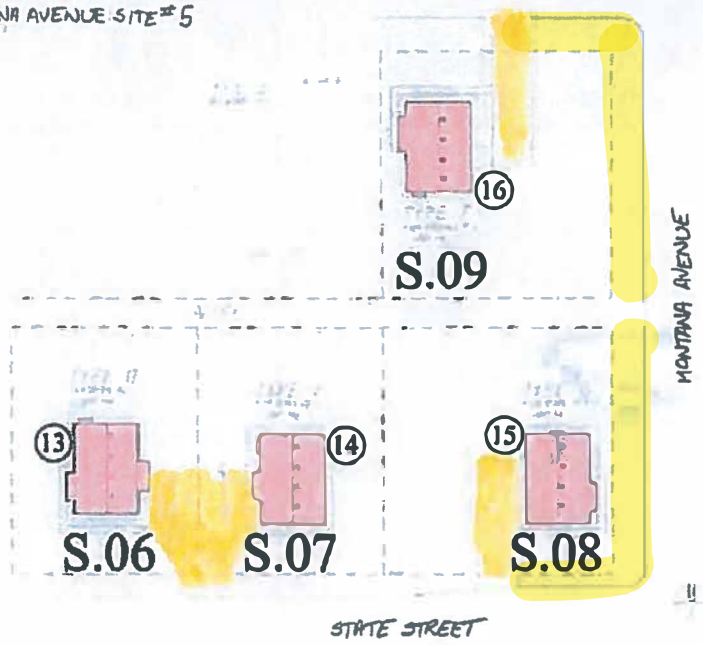






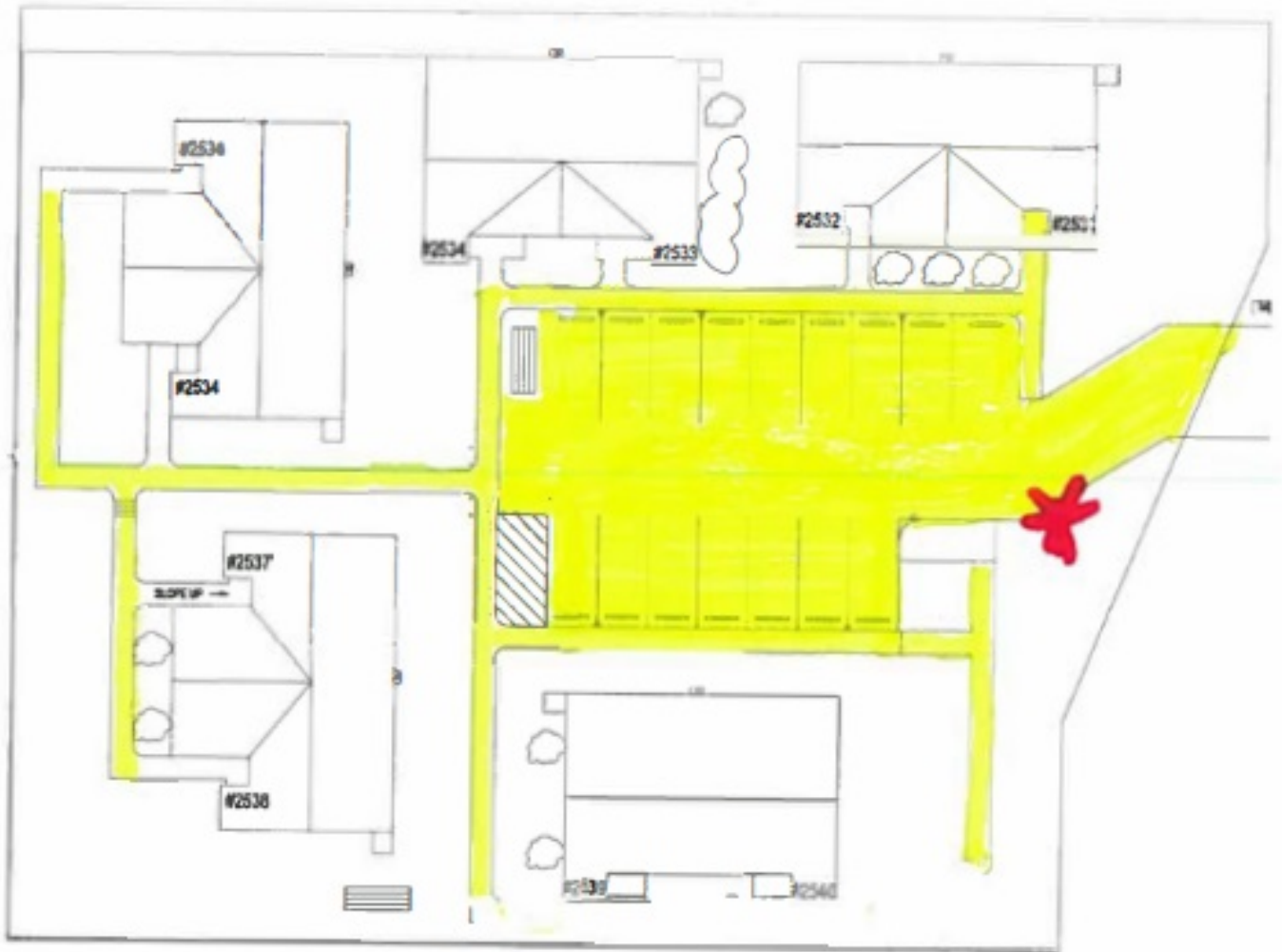
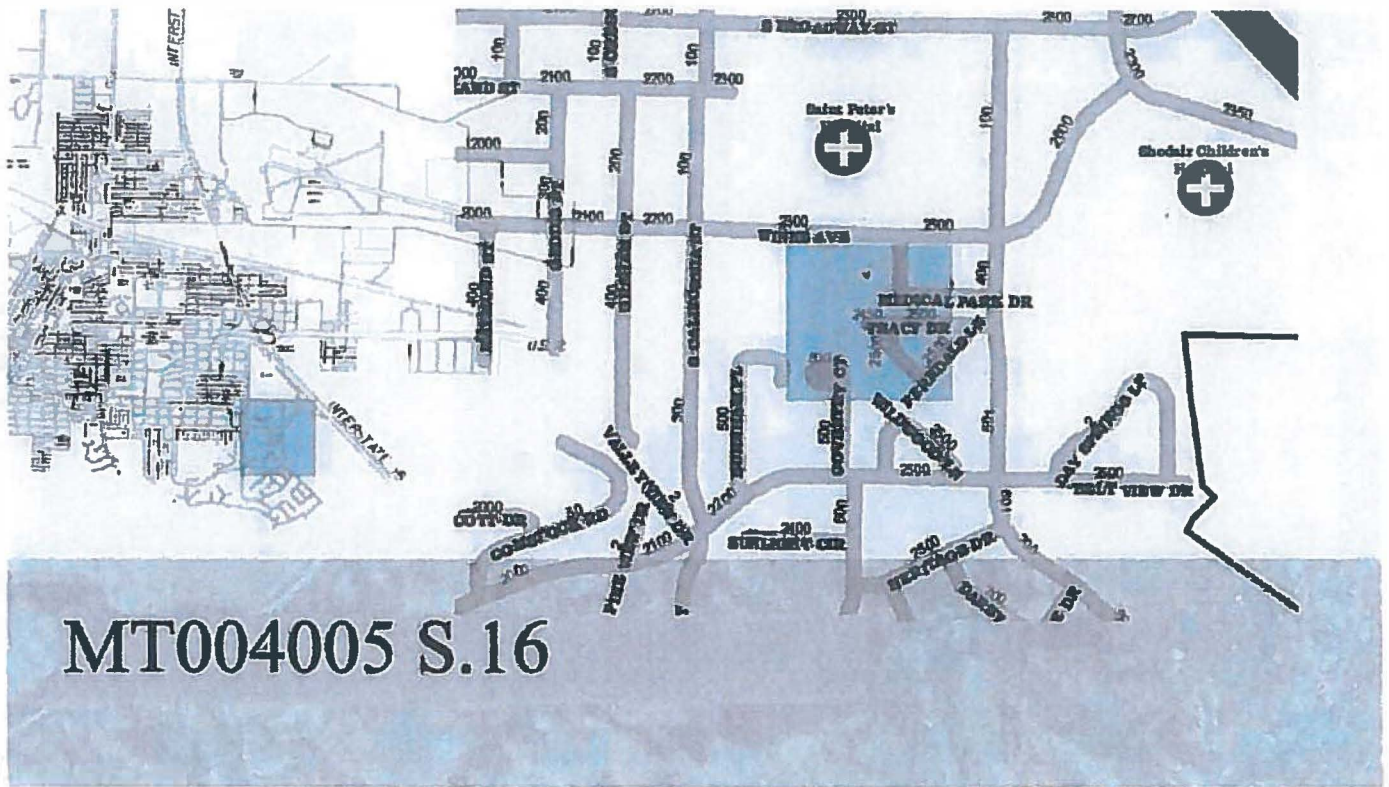
# MT004003 S.06, S.07, S.08, S.09

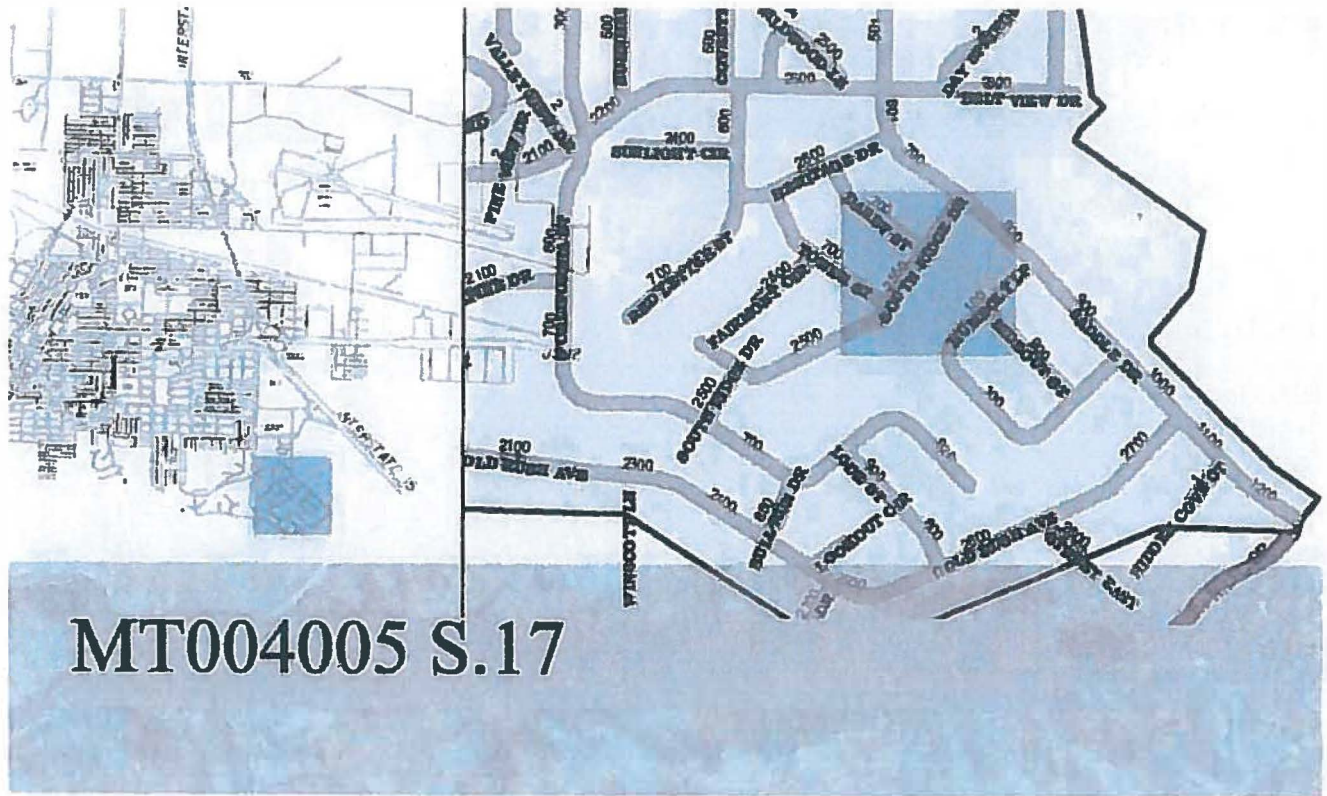
MONTANA AVENUE SITE # 5



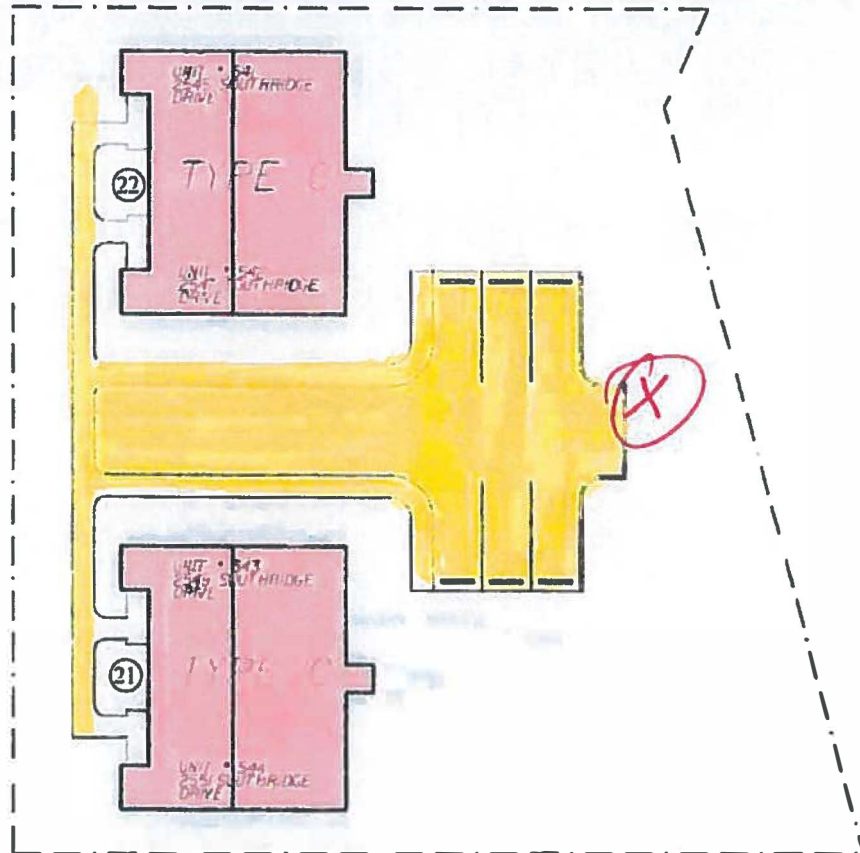
Please note the addition of new sidewalks along Montana Avenue, from construction in 2020







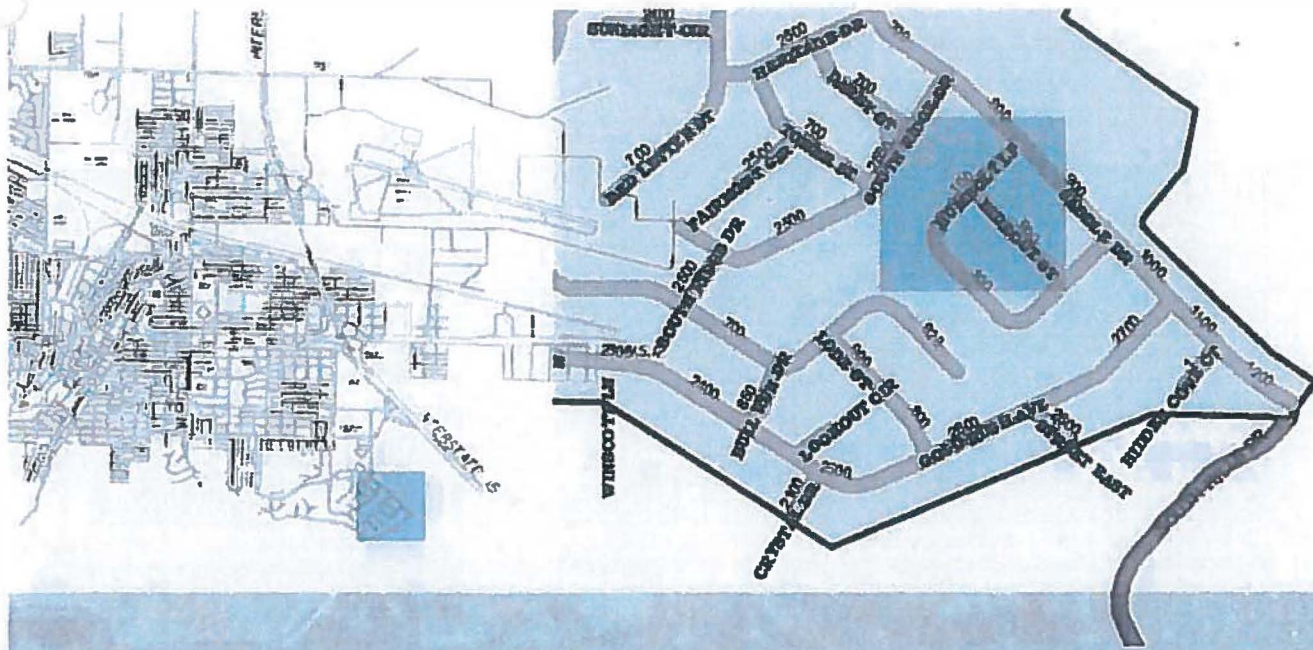
SOUTH RIDGE DRIVE



SOUTH RIDGE SITE #14  
PROJECT 4-5

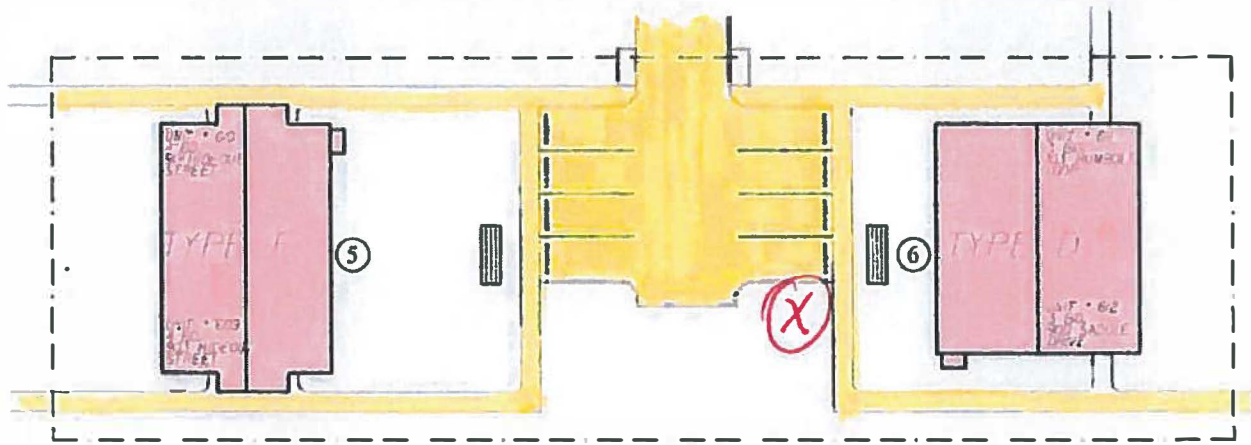






MT004006 S.26

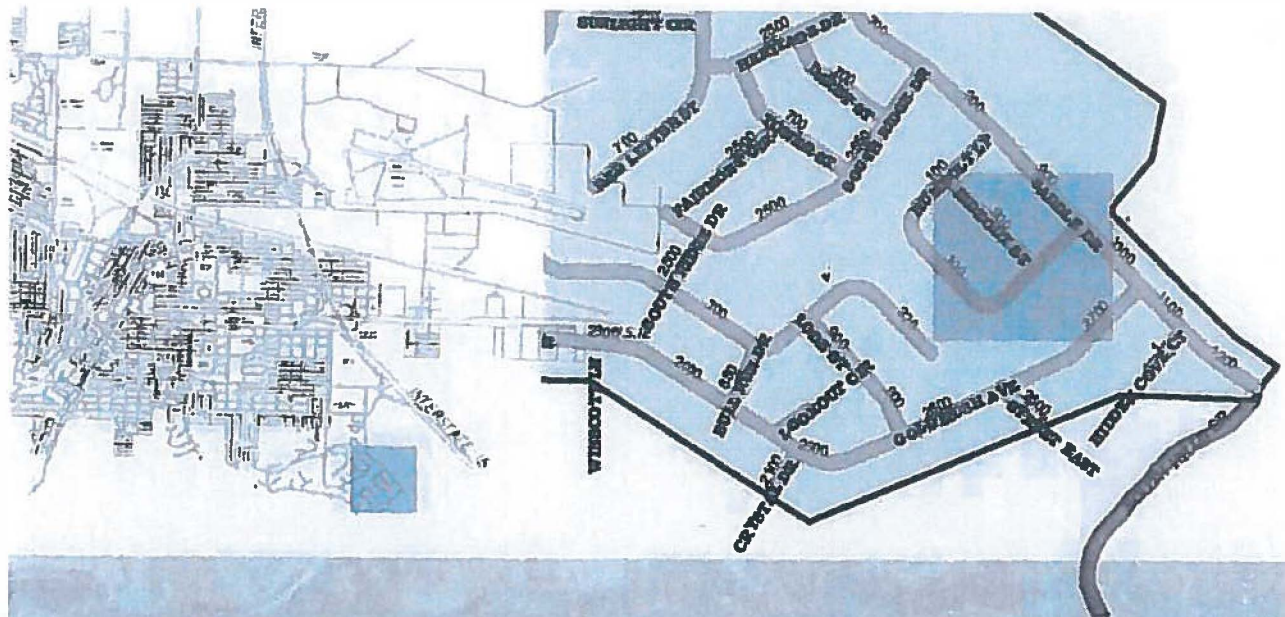
HUMBOLT LOOP



SADDLE DRIVE

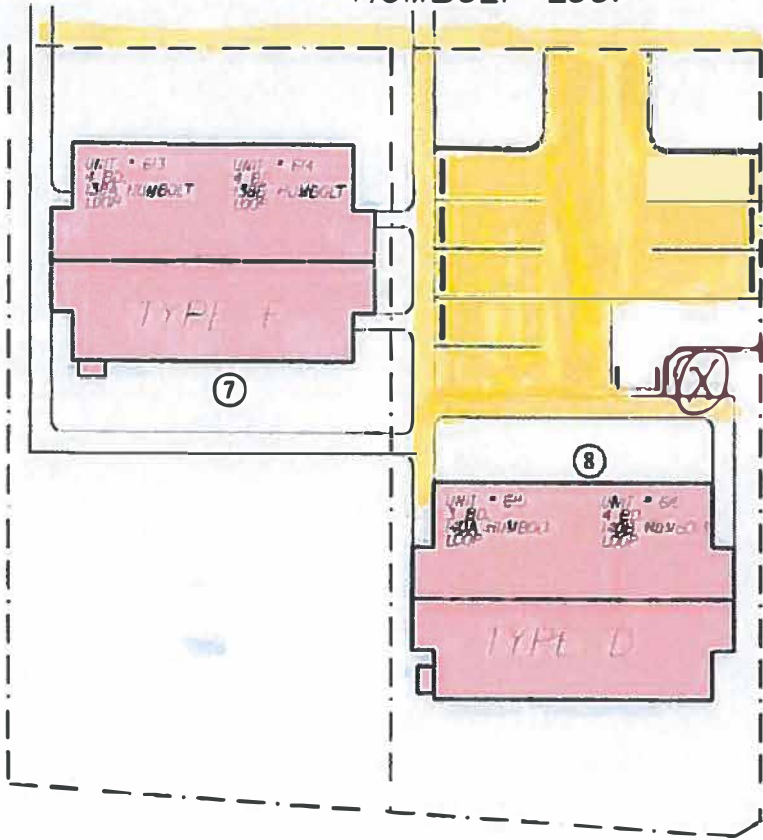
LOWER HUMBOLT SITE # 22  
PROJECT 46





MT004006 S.27

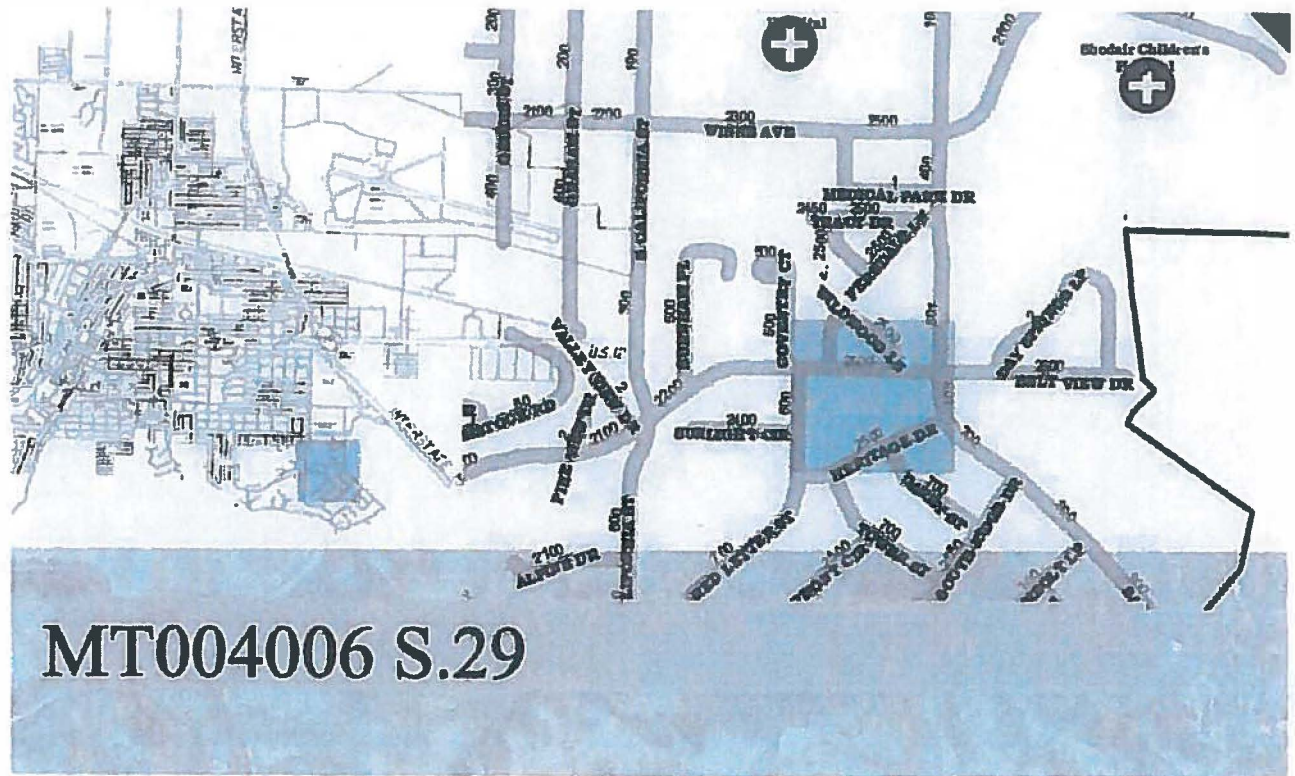
HUMBOLT LOOP



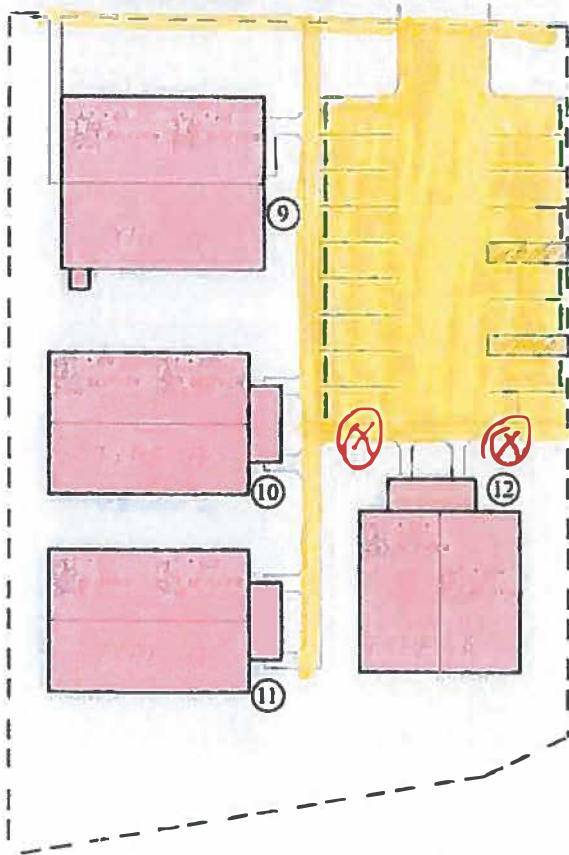
UPPER HUMBOLT SITE # 23  
PROJECT 4-6





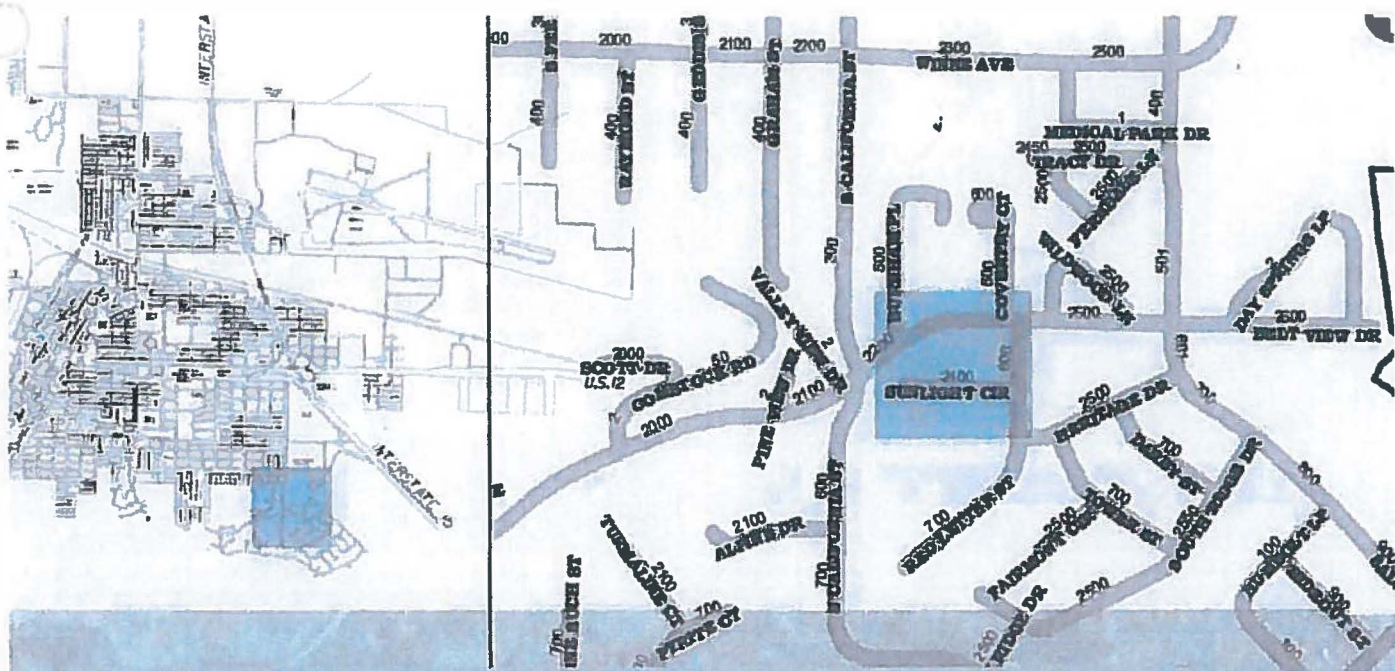


BELTVIEW DRIVE

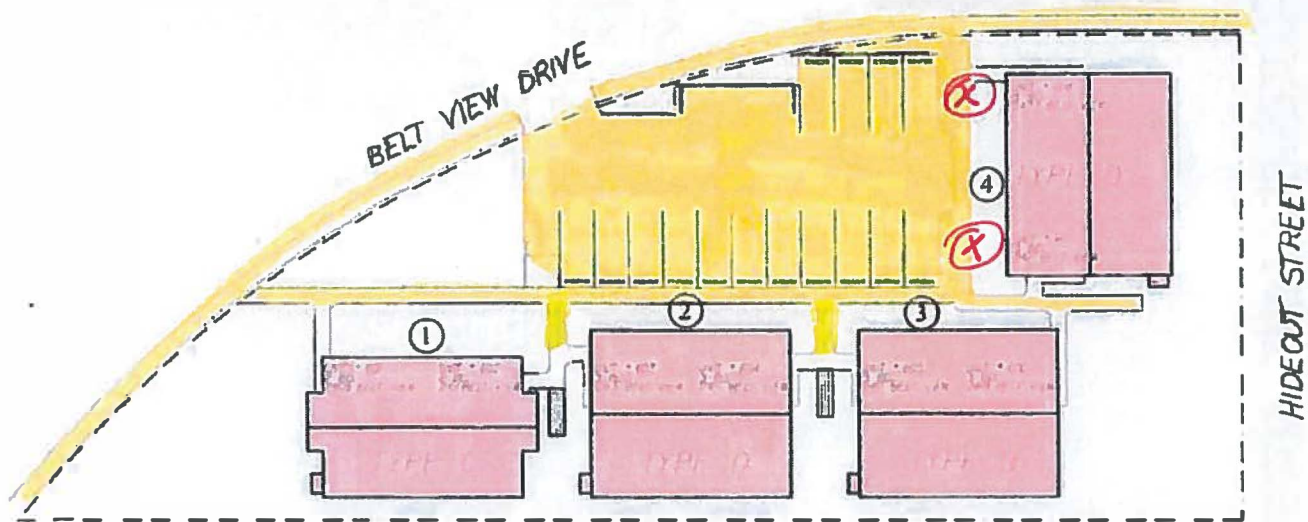


LOWER BELTVIEW SITE # 26  
PROJECT 4-6





MT004006 S.30



UPPER BELTVIEW SITE # 21  
PROJECT # 6

**Attachment C**

**Affidavit of Non-Default**

AFFIDAVIT OF NON-DEFAULT

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

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

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ ;  
(Owner, Partner, Officer, Representative or Agent)

In the firm doing business as \_\_\_\_\_ ;  
(Name of firm)

and makes the following representation:

The firm's current standing with HUD assures the firm has no legal action pending regarding work process and procedures and no felony conviction records.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

**Attachment D**

**Form of Non-Collusive Affidavit**



FORM OF NON-COLLUSIVE AFFIDAVIT

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

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

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Helena Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of \_\_\_\_\_

Bidder (if the bidder is an individual)

Partner (if the bidder is a partnership)

Officer (if the bidder is a corporation)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_



**Attachment E**  
**Sample Contract**

## Contract for Snow Removal Services

This service agreement (this “Agreement”) is made this **2<sup>nd</sup> day of October, 2024** (the “Effective Date”), by and between **Helena Housing Authority (HHA)** (hereinafter also referred to as “Owner”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

### Recitals

- A. HHA is the owner of certain real property.
- B. HHA desires Contractor to perform Snow Removal Services for its selected public housing and tax credit sites as listed in HHA-FY25-RFP-002.
- C. This contract shall be for the time period of **October 2, 2024 – October 2, 2025**, with options to renew for up to four (4) additional years following successful completion and mutual agreement by both parties.

### Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1. Definitions.
  - 1.1 Project. “Project” shall mean and refer to the **Scope of Work** listed in **Exhibit A** (*referencing and hereby incorporating by reference Attachment A from the original RFP for Snow Removal Services*)
  - 1.2 Specs. “Specs” shall mean and refer to the HHA Site Lists & Maps, included herein as **Exhibit B** (*referencing and hereby incorporating by reference Attachment B from the original RFP for Snow Removal Services*).
- 2. Contractor Services. Contractor agrees to provide all the labor and materials necessary for the completion of the Project in accordance with the Plans & Specs included in this agreement as Exhibit B (hereinafter “Services”). All billable rates shall be in accordance with the rates listed in Exhibit B: Plans & Specs or otherwise documented as being provided by Contractor and approved by HHA’s Executive Director.
- 3. Commencement. **Contractor shall commence Services on the first day a snowfall ceases registering one (1) inch or more after the Effective Date of this Agreement.** The Contractor will also establish and provide a schedule and work pattern that best suits the Housing Authority. HHA and Contractor will revisit the schedule and work pattern as needed by HHA.
- 4. Completion. The Contractor shall complete all work required under this Agreement. The contract for service will be for one (1) year, for the time period of **October 2, 2024 – October 2, 2025**. Upon successful completion of the contract, satisfactory

performance, and mutual agreement of both parties, this contract may be renewed for up to an additional four (4) years, with subsequent 1-year or 2-year renewals available.

5. Price; Payment. The Purchase Price shall be paid in accordance with the General Conditions attached to this Agreement. HHA agrees to pay Contractor, upon satisfactory completion of snow removal services and submission of related **monthly** invoices (for the previous month's fees), unless otherwise agreed to by both parties. **Monthly** invoices will be cross-referenced to Contractor's **weekly** submission of Certified Payroll reports and any other appropriate, supplementary, or updated documents. Payment will not be made without Contractor's correct submission of Certified Payroll and organized invoicing. **The Fee Schedule (and any other applicable charges for snow removal services) is included in Exhibit B (Plans & Specs). Prices not defined therein will be negotiated as needed.**

5.1 Delays in Payment. HHA will inspect and pay for all work upon satisfactory and timely completion of work and the submission of clear and organized invoices and Certified Payroll for said work. If work is not to the satisfaction of HHA's Executive Director, Contractor will be notified to complete the specified task at no additional cost to HHA. Revisited tasks shall be completed no more than 8 hours after direction is provided by HHA. Reasons for not accepting Contractor's work and delayed payments may include, but are not limited to:

**5.1.1 Failure to submit Certified Payroll and organized invoicing**

Invoicing must be submitted in an organized fashion, highlighting a summary of all monthly charges along with specific charges per site number (as listed in Exhibit B), with the date of service and time of service (if available). Please note that the dates on Certified Payroll must agree to the dates of services listed on invoices. Inaccurate or otherwise disputed Certified Payroll must be corrected to the satisfaction of HHA before payment requests for the related services will be processed.

**5.1.2 Improper or untimely plowing of lots or clearing of sidewalks**

HHA requires that all sites are to be cleared of snow & ice no later than twenty-four (24) hours after a snowfall ceases registering one (1) inch or more. If it becomes necessary for and incumbent upon HHA staff to perform Snow Removal Services ahead of or in lieu of Contractor's provision of said services, Contractor will not be paid for that work. Owner will maintain service logs to compare to and confirm Contractor records described above. Discrepancies in these records will require discussion and thus may delay payment.

5.1.3 Improper sanding or ice melt applications

5.1.4 Failure to haul snow if/when requested

5.1.5 Creating safety hazards to residents, HHA staff, or public

5.1.6 Improper Spring parking lot cleaning



6. General HUD Conditions. Contractor and HHA agree to comply with all additional terms and conditions contained in the attached form **HUD-5370-C2** (General Conditions for Non-Construction Contracts), which is attached as **Exhibit C** and incorporated herein by reference (the “General Conditions”).

7. Prevailing Wage Rates. The applicable prevailing wage rates are incorporated herein by reference from HHA-FY25-RFP-002: Snow Removal Services as **Exhibit D: Prevailing Wage Rates.** *These rates will remain in effect until their expiry date of 6/30/25, at which time Contractor agrees to necessarily implement an updated Maintenance Wage Rate Determination (MWRD) issued by HUD as the new Basic Wage rate for Lawn Care Maintenance services to be provided under this contract.*

8. Title to the Property. The title of all work, completed portions of the Project in the course of construction, and of all materials on account of which payment has been made shall be in HHA’s name.

9. Independent Contractor. Contractor is an independent contractor. This Agreement shall not create the relationship of an employer and employee, a partnership, or a joint venture. Contractor shall be solely responsible and liable for any employment-related taxes, insurance premiums, or other employment benefits respecting Contractor’s performance of the Services. HHA shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Contractor. HHA shall not control or direct the details or means by which Contractor performs the Services or its business.

10. Indemnification. Contractor shall hold harmless and indemnify HHA and its directors, officers, employees, and agents, from and against any third-party claim or action, liability, damages, and expenses, including but not limited to fees of attorneys, resulting from a breach of this Agreement by Contractor or from the willful or negligent act or omission of Contractor or its employees, agents or subcontractors. Each party shall provide the other with prompt notice in writing of any such asserted claim and provide the other with reasonable information to help in the defense of such claims.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Exhibits. All exhibits are incorporated herein or by reference and shall be deemed a part of this Agreement. Any and all change orders made in accordance with this Agreement shall be deemed a part of this Agreement.

13. Interpretation. Any uncertainty or ambiguity existing in this Agreement shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. If there is any conflict or inconsistency between the terms of this Agreement, on the one hand, and the terms of either the General Conditions or the Supplemental Conditions, on the other hand, the terms of the General Conditions or

Supplemental Conditions, as the case may be, shall control. If there is any conflict or inconsistency between the terms of this General Conditions and the terms of the Supplemental Conditions, the terms of the Supplemental Conditions shall control.

14. Governing Law; Attorney Fees. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Montana. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HHA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by HHA.

16. Insurances. Contractor agrees to carry and provide Owner of evidence of the insurance coverages listed in **Exhibit E: Insurances**, with Owner being clearly listed as Additional Insured on Certificates of Insurance for all coverage lines except Workers Compensation insurance.

17. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

The parties have executed this Agreement to be effective as of the date first written above.

**Contractor:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Helena Housing Authority:**

By: \_\_\_\_\_  
Michael M. O'Neil, Executive Director

**Exhibit A**

**Scope of Work**



## **Exhibit B**

### **Specs**

**Exhibit C**

**HUD-5370-C2: General Conditions for Non-Construction Contracts**

**Exhibit D**

**Prevailing Wage Rates**



## Exhibit E

### Insurances

#### GENERAL LIABILITY

Contractor's General Liability Insurance shall include premise-operations, independent contractor's operations protection, personal injury, and completed operations and product liability coverages. **All coverages, except Workers Compensation, shall clearly name Owner (Helena Housing Authority) as additional insured.** The General Aggregate Limit shall apply separately to each of the Contractor's projects.

- a. GENERAL AGGREGATE PER PROJECT \$2,000,000.00
- b. Products - Completed Operations Aggregate \$2,000,000.00
- c. Personal and Advertising Injury (Each Occurrence) \$1,000,000.00
- d. Bodily Injury and Property Damage (Each Occurrence) \$1,000,000.00
- e. In the event the General Aggregate Limit is diminished by an amount greater than \$500,000, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount greater than \$500,000.
- f. In addition to other requirements in the General Conditions, coverage will include Per Project Aggregate Endorsement.
- g. Liability insurance shall name Owner (Helena Housing Authority) as additional insured.

#### AUTOMOBILE LIABILITY

- a. Combined Single Limit (Bodily Injury and Property Damage)  
Each accident \$1,000,000.00
- b. Coverage to be written on a Symbol 1 (one) any auto basis, to include all owned, hired, and non-owned vehicles.

#### WORKER'S COMPENSATION (WC) INSURANCE:

- a. State Statutory
- b. Applicable Federal (e.g. Longshoremen) Statutory
- c. Employers Liability \$1,000,000.00
- d. Benefits required by Union Labor Contracts - comply with local union wage scale.
- e. Subcontractors without WC insurance may submit a State of Montana Independent Contractor's Exemption and General Liability Insurance of not less than \$1,000,000.00 per occurrence.

#### UMBRELLA LIABILITY

- a. \$3,000,000.00 each occurrence

## **Attachment F**

### **Davis Bacon / Prevailing Wage Rate Determination**

Please note: The attached Maintenance Wage Rate Determination showcases the minimum hourly rate that must be paid to those employed by Offeror for "Contract Snow Removal" work on this project. The current wage rate expires on June 30, 2025. Changes/Updates to the minimum required wage for the work classification of "Contract Snow Removal" will be provided to Offeror/ Contractor when provided by HUD for implementation.

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>		<b>HUD FORM 52158 (04/2005)</b>
Agency Name: Mr. Michael O'Neil Helena Housing Authority 812 Abbey Helena, MT 59601	LR 2000 Agency ID No: MT004	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance	
	Effective Date: July 1, 2023	Expiration Date: June 30, 2025	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>s// Melinda Flournoy _____ May 25, 2023 <b>Labor Standards Specialist</b> Date</p>			
<p align="center"><b>WORK CLASSIFICATION(S)</b></p> <p>Contract Tree trimmer</p> <p>Contract Pruner</p> <p>Contract Lawn Care</p> <p>Contract Snow Removal</p>	<b>HOURLY WAGE RATES</b>		
	<b>BASIC WAGE</b>	<b>FRINGE BENEFIT(S) (if any)</b>	
		<p><input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements</p> <p><b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b> <b>Log out:</b></p>	



## **Attachment G**

### **HUD 5369-B: Instructions to Offerors**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



## **Attachment H**

### **HUD 5369-C: Certifications and Representation of Offerors**

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

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

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

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

## 2. Small, Minority, Women-Owned Business Concern Representation

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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## **Attachment I**

### **HUD 5370-C2: General Conditions for Non-Construction Contracts**



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.