

# INVITATION FOR BID

ISSUE DATE: JANUARY 2, 2023

TITLE: MOWING SERVICES

SOL NUMBER: BH 20-10

ISSUING AUTHORITY: BRISTOL HOUSING  
204 BLUFF CITY HWY  
BRISTOL, TN 37620

PERIOD OF CONTRACT: ONE YEAR FROM DATE OF AWARD WITH  
OPTIONAL TWO (1) YEAR RENEWALS

BIDS RECEIVED UNTIL: MARCH 1, 2023, 10:00 A.M

PRE-BID CONFERENCE: Prospective bidders are encouraged  
To schedule time for tour of properties.

All inquiries for information should be directed to Steven Smith, Phone (423) 274-8150, ext. 106. If bids are mailed, send directly to issuing Authority shown above. If bids are hand delivered, deliver to: Steven Smith, 204 Bluff City Hwy, Bristol, Tennessee.

In compliance with the **SOLICITATION** and to all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid or as mutually agreed upon.

Name and Address of Firm:

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

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

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**MOWING  
BRISTOL HOUSING  
204 BLUFF CITY HWY  
BRISTOL, TN 37620**

**SCOPE OF WORK**

1. MOW ALL GRASSY AREAS (LAWNS, FIELDS, SLOPES, ETC.)
2. WEED EAT AROUND FLOWER GARDENS, SHRUBS, TREES, CURBS, EQUIPMENT, DRIVEWAYS, AND IN ISLANDS, ETC.
3. MOWING TO BE AT SEVEN DAY INTERVALS (CONTINGENT ON WEATHER)
4. WEED CONTROL AT THE FOLLOWING SITES PERFORMED MONTHLY (AREA BEHIND 1665 VA, EMBANKMENT BEHIND 1925 KY, EMBANKMENT BEHIND 1647 KY, EMBANKMENT BEHIND EDMONT TOWER, WAREHOUSE STORAGE LOT) OR AS DIRECTED BY BRISTOL HOUSING
5. **ALL TRASH MUST BE REMOVED BY CONTRACTOR BEFORE OR DURING MOWING**
6. BLOW OFF CLIPPINGS FROM SIDEWALKS, PORCHES, DRIVEWAYS, ETC.
7. PROPERLY DISPOSE OF ALL CLIPPINGS AND TRASH
8. **INSURE GRASS DOES NOT GROW IN CRACKS IN SIDEWALKS, CURBING, DRIVEWAYS AND PARKING LOTS (INCLUDING ACCESS ROADS) - IF USING WEEDKILLER, MUST BE PROPERLY LICENSED IN THE STATE OF TENNESSEE FOR APPLICATION**
9. PERFORM ADDITIONAL GROUNDSCAPE (EDGING, TRIM SHRUBBERY, LEAF COLLECTION/REMOVAL INCLUDING GUTTERS, BUSHHOGGING, MINOR TREE WORK, LANDSCAPING, ETC.) AS DIRECTED BY BRISTOL HOUSING
10. MUST POSSESS CITY OF BRISTOL TENNESSEE BUSINESS LICENSE

2 GENERAL TERMS AND CONDITIONS:

**2.1** PROCUREMENT POLICY: This solicitation is subject to the provisions of the Bristol Housing (**BH**) Procurement Policy and the HUD Procurement Handbook **RE: MAINTENANCE WAGE RATES DETERMINATIONS** will apply and any revisions thereto, which are hereby incorporated into the contract in their entirety. A copy of the **BH** manual is normally available for review at the business office. A copy of the HUD Handbook, 7460.8 REV-2 can be obtained from the US Department of Housing and Urban Development.

**2.2** APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Tennessee and any litigation with respect thereto shall be brought in the courts of Tennessee. The Contractor shall comply with all applicable Federal, state and local laws, rules and regulations.

**2.3 ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to **BH** that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as Americans with Disabilities Act.

In every contract over \$10,000, the provisions of 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - B. The Contractor, in all solicitation or advertising for employees placed by or on behalf of the Contractor, will state that said contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of (1.) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**2.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for

this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**2.5** IMMIGRATION REFORM & CONTROL ACT OF 1986: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform & Control Act of 1986.

**2.6** DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the state of Tennessee or **Housing & Urban Development (HUD)** from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**2.7** ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns and transfers to **BH** all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and **BH** relating to the particular goods or services purchased or acquired by **BH** under said contract.

**2.8** CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitations documents, the prospective Bidder should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by that person.

**2.9** PAYMENT:

1. To Prime Contractor:

A. Invoices for items ordered, delivered and accepted or for services provided shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the Federal Employer Identification Number (for proprietorships, partnerships and corporations).

- B. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- D. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset proceedings.
- E. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, **BH** shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provision of this section does not relieve **BH** of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

A. A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from

**BH** for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract or:

(2) To notify **BH** and the subcontractor(s) in writing, of the Contractor's intention to withhold payment and the reason.

B. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one half of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from **BH**, except for amounts withheld as stated in 2 above. The date of mailing of any payment by US Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of **BH**.

**2.10** PRECEDENCE OF TERMS: Paragraphs **2.11** through **2.18** of these General Terms and Conditions shall apply in all instances. In the event there is conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**2.11** QUALIFICATIONS OF BIDDERS: **BH** may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services and the Bidder shall furnish to **BH** all such information and data for this purpose as may be requested. **BH** reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. **BH** further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy **BH** that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**2.12** TESTING & INSPECTION: **BH** reserves the right to conduct any test/inspection to assure goods and services conform to

specifications, any deficiencies shall be satisfied before payment. **Payment for services will be governed by section 3.8 of this contract.**

**2.13** ASSIGNMENT OF CONTRACT: A contract shall not be assignable to a subcontractor by the Contractor in whole or in part without the written consent of **BH**.

**2.14** CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.
2. **BH** may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipping and the place of delivery and installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give **BH** a credit for any savings. Said compensation shall be determined by one of the following methods:
  - A. By mutual agreement between the parties in writing; or
  - B. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to **BH's** right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - C. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The

same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present **BH** with all vouchers and records of expenses incurred and savings realized. **BH** shall have the right to audit the records of the Contractor as it deems necessary to determine costs and savings. Any claim for an adjustment in price under this provision must be asserted by written notice to **BH** within thirty (30) days from the date of receipt of the written order from **BH**. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the dispute provisions of **BH's** Procurement Policy. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by **BH** or with the performance of the contract generally.

- 2.15** DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, **BH**, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting and additional purchase and administrative costs. This remedy shall be in addition to any other remedies which **BH** may have.
- 2.16** INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with state or territorial Worker's Compensation Laws. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance under the auspices of the Tennessee Department of Insurance and Commerce. Insurance coverage's and limits required are as follows:



1. Worker's Compensation – **Require a certificate of worker's compensation coverage** and require that contractors either verify worker's compensation coverage for subcontractors or contractually assume total responsibility for uninsured subcontractors.
2. Commercial General Liability - \$700,000 minimum combined single limit. **BH is to be named as additional insured with respect to the services being procured.** The coverage's are to include Products and Completed Operations Coverage.
3. Automobile Liability - \$500,000 – Combined single limit.
4. Contractor certifies it will hold **BH** harmless for any personal injury or property damage to employees or third parties which result from the Contractors' activities.

**2.17 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, **BH** will publicly post such notice on a public bulletin board for a minimum of 10 days.

**2.18 DRUG FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state on all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

### **3 SPECIAL TERMS AND CONDITIONS:**

**3.1 AWARD:** An award will be made based on the "Attachment A" evaluation sheet to the responsible Bidder. Evaluation will be based on total accumulated points. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit

price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. **BH** reserves the right to reject any and all bids in whole or in part, to waive any informality and to delete items prior to making an award.

- 3.2** AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by **BH**, whichever is sooner. **BH**, its authorized agents, or HUD auditors shall have full access to the right to examine any of said materials during said period.
- 3.3** AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that **BH** shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 3.4** BID ACCEPTANCE PERIOD: Any bid response to this solicitation shall be valid for sixty (60) days. At the end of sixty (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 3.5** CANCELLATION OF CONTRACT: **BOTH** parties reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to either party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 3.6** RENEWAL OF CONTRACT: This contract may be renewed by **BH** upon written agreement of both parties for **1 year (one successive one year period)**, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to expiration.
- 3.7** WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to **BH's** satisfaction at the Contractor's expense.
- 3.8** METHOD OF PAYMENT: Invoices will be furnished and signed for by a **BH** representative. **Payment will be made after section**

**2.12 has been satisfied** and no later than thirty (30) days after receipt of statement for the previous month. Statement will be mailed to Accounts Payable, **BH**, 204 Bluff City Hwy, Bristol, Tennessee 37620-1515.

**3.9 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the services as specified.

Contractor Name \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

License # \_\_\_\_\_ TYPE \_\_\_\_\_

License # \_\_\_\_\_ TYPE \_\_\_\_\_

## PRICING

UNIT PRICE PER MOWING: \_\_\_\_\_

UNIT PRICE PER MONTHLY  
WEED CONTROL EMBANKMENT SITES:

1. AREA BEHIND 1665 VA: \_\_\_\_\_
2. EMBANKMENT BEHIND 1925 KY: \_\_\_\_\_
3. EMBANKMENT BEHIND 1647 KY: \_\_\_\_\_
4. EMBANKMENT EDGEMONT TOWER \_\_\_\_\_
5. HICKORY LANE STORAGE LOT: \_\_\_\_\_

ADDITIONAL GROUNDSCAPE: \_\_\_\_\_  
(\$ PER/ MANHOUR)

# QUALIFICATIONS

## OFFERER DATA SHEET TO BE COMPLETED BY OFFERER

Qualification of offerer: Offerer must have the capability and capacity in all respects to satisfy the contractual requirements.

Years in business: Indicate the length of time you have been in business providing this type of service.

\_\_\_\_\_ years \_\_\_\_\_ months

References: Indicate below a listing of at least three (3) present contracts, which you currently provide this type of service, of the size and scope specified.

Client Name Address	Contact Person Phone No.	Period of Contract
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____

## EXHIBIT "A"

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

\_\_\_\_\_ (CONTRACTOR) is an equal opportunity employer and, during the performance of this contract, the CONTRACTOR agrees to abide by the equal opportunity goals of BRISTOL HOUSING as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by BRISTOL HOUSING setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development (HUD) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract

may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include this entire document in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that each provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, BRISTOL HOUSING shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government.

Under Executive Order 11246, as amended, BRISTOL HOUSING shall advise all construction-related contracts over \$500,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, BRISTOL HOUSING is responsible for determining compliance with the EEO clause.

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*(Signature/Title)*

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*(Company)*

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*(Date)*

## EXHIBIT “B”

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or for otherwise criminally or civil charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;

The applicant agrees that by submitting this proposal, it will include without modification the clause entitled “Certification” Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” i.e., with subgrantee of contractors in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 4 CFR Part 76. Should the applicant not be able to provide this certification, and explanation as to why should be placed after the assurances page in the application package.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



**EXHIBIT "C"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_  
County of \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) (S)He is \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative of agent)

\_\_\_\_\_, the Bidder who

has submitted the attached bid;

(2) The Bidder is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in anyway colluded, conspired, connived or agreed, directly or indirectly, with other bidders, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding indirectly, sought by agreement, or collusion, or communication, or conference with other bidders, firm, or person to fix the price or prices or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Bristol Housing or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed) \_\_\_\_\_

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "D"**

**SECTION 3 BUSINESS SELF-CERTIFICATION FORM**

The vendor represents and certifies that it..

( ) is a Section 3 business as indicated below [check applicable category and subcategory]:

( ) **Category 1 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 2 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by BTHRA that is expending the Section 3 covered assistance; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 3 Business**

- ( ) An entity selected to carry out a HUD Youthbuild Program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.

( ) **Category 4 Business**

- ( ) Fifty-one percent (51%) or more owned by Section 3 residents; or
- ( ) Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or
- ( ) Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.
- ( ) is **not** a Section 3 business (form must be notarized only if certifying as a Section 3 business).

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**Notary**

My commission expires  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT “E”**

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE STATEMENT**

**BUSINESS NAME:**

\_\_\_\_\_

Each officer or principal is required to submit this Financial or Personal Interest Disclosure Statement, **notarized** (If a financial or personal interest exists, vendors are required to make **Full Disclosure** and should not submit the statement).

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE STATEMENT**

The undersigned certifies that none of the Certain Persons identified below will have any personal, financial, or business interest in this proposed contract or the above-identified business now, in the future, or over the past two years, as further defined below:

- (1) **Certain Persons** - (a) present or former members or officers of the Bristol Housing (BH) Board of Commissioners or any member of their immediate family; (b) any employee of BH or any member of their immediate family; (c) any public official (including members of the Bristol City Council, Sullivan County Board of Commissioners, or Tennessee legislator) or any member of their immediate family;
- (2) **Immediate Family** - current spouse, mother, father, child, brother and sister;
- (3) **Financial or Business Interests** - meaning any interest which yields or has the potential of yielding a monetary or other material gain or benefit;
- (4) **Personal Interest** - meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved;

<b>SOLE PROPRIETORSHIPS</b>	<b>PARTNERSHIPS</b>	<b>CORPORATIONS</b>
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_____ Owner (PRINT NAME)	_____ Partner (PRINT NAME)	_____ Officer (PRINT NAME)
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_____ Signature	_____ Signature	_____ Signature
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_____ Title	_____ Title	_____ Title
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_____ Notary	_____ Date
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My commission expires \_\_\_\_\_

## **FULL DISCLOSURE INSTRUCTIONS**

Vendors having a financial or personal interest in this proposed contract or the above-identified business shall make immediate, full and complete disclosure in writing to the Contract Administrator (Steven Smith), BH, 204 Bluff City Hwy, Bristol, Tennessee, 37620.

All disclosures must be presented on Vendor's letterhead, notarized and signed by the individual making the disclosure. If applicable provide the following information:

- \* Describe the nature of the interest(personal/financial)
- \* Type of involvement (principal, officer, employees, etc.)
- \* Name & address of business
- \* Value of financial interest
- \* Title of individuals named above.
- \* Social Security numbers or Taxpayer Identification number
- \* Relationships (blood/marriage), (mother, father etc.)
- \* Other pertinent information
- \* Names of individuals involved/associated with BH and Vendor

### **WARNING**

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. BH reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

## ATTACHMENT "A"

EACH OF THE FOLLOWING MUST BE INCLUDED ON ADDITIONAL SHEET

### EVALUATION SHEET

Proposals will be evaluated using the factors and assigned values listed below; answers can be recorded on back of this page:

- A. *Experience and Evidence of the Contractor's Ability to Complete the Project (20 points)* Indicate recent, relevant experience of the contractor to work similar to that described in the preceding scope of services. Give specifics to demonstrate successful performance on these projects and the contractor's understanding of the project's requirements.
- B. *Organizational Capacity to Complete Services in a Timely Manner & Specialized Expertise of Team Members (20 points)* Indicate the availability of the contractor to complete the scope of work in a timely and efficient manner. Include individuals who will complete the required services. Provide a profile of the principals' and staff's professional and technical competence and experience.
- C. *Familiarity with the Low-Rent Housing Program (20 points)* Indicate the contractor's experience with various aspects of Low-Rent Public Housing Program and their applicability to the project.
- D. *Cost (20 points)* The proposed weekly mowing cost & also hourly wage for incidental work. These rates must remain as stated for one year and any increases after one year must be negotiated between the BH and contractor.
- E. *References (20 points)* The quality of work performed on similar contracts in the past will be considered. Provide three references for evaluation.
- F. *Licensure.* Provide evidence of appropriate local business license. (Failure to provide license precludes further consideration).
- G. *Debarment.* Provide a certified statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency (failure to provide certification precludes further consideration).