

## REQUEST FOR PROPOSAL

Notice is hereby given that Oak Ridge Housing Authority (ORHA) will be accepting Request for Proposals until 4:00 PM (EST) March 27, 2023, for LAWN MAINTENANCE SERVICES. Prospective contractors/bidders can obtain a request for proposal packet including specific bid requirements at the Oak Ridge Housing Authority main office located at 10 Van Hicks Road, Oak Ridge, TN 37830 or at [www.orha.net](http://www.orha.net). For questions you may contact Jim Ratliff at (865) 482-1006 ext. 137 or [jratliff@orha.net](mailto:jratliff@orha.net). Section 3, Minority- and/or women-owned businesses are encouraged to respond.



**ORHA**  
oak ridge housing authority

*"Creating vibrant, stable communities"*

10 Van Hicks Road  
Oak Ridge, TN 37830  
865.482.1006  
[www.orha.net](http://www.orha.net)

**REQUEST FOR PROPOSALS FOR  
LAWN MAINTENANCE SERVICE**

**PROPOSALS TO BE RECEIVED BY  
MONDAY, MARCH 27, 2023 AT 4:00 P.M.  
(EST)**



## INTRODUCTION

The Oak Ridge Housing Authority, Inc., (herein referred to as (ORHA)) is a non-profit organization dedicated to providing housing and creating economic opportunity to low-income families in the Oak Ridge area through the effective and efficient administration of the Public Housing, Housing Choice Voucher Program and Family Self-Sufficiency Programs.

The Public Housing Program consists of one hundred twenty-eight (128) units, located in the City of Oak Ridge, Tennessee; the Housing Choice Voucher Program consists of up to two hundred ninety-five (295) privately owned units. Housing Choice Voucher units are administered by ORHA with financial subsidy and monitoring of housing quality standards in cooperation with the private owners/landlords. ORHA is considered the landlord for the Public Housing Program participants.

The administration of programs is conducted by nine (9) staff members under the guidance of the Department of Housing and Urban Development (HUD). ORHA has five (5) commissioners who define policy for ORHA and are appointed by the City Council of the City of Oak Ridge, Tennessee.

## INTENT OF REQUEST FOR PROPOSALS

The intent of this Request for Proposals (RFP) is to procure professional services for the **Lawn Maintenance Services**. The information contained herein is intended to provide prospective vendors (herein referred to as "offeror", or "contractor") with sufficient information to enable them to prepare an acceptable response to this RFP.

It is required that the Contractor have a proven history of providing the indicated services in a responsible, timely and professional manner. The degree of responsiveness of your proposal encompassing all of the requirements of this RFP will serve as the primary determining factor in the ORHA selection process.

ORHA strongly urges all interested prospective Contractors to carefully review the requirements of this RFP. Every effort has been made to outline RFP requirements in a format that is concise and understandable; however, if you have any questions, please contact: James Ratliff (865) 705-0977

Call - Joe Perez (to schedule inspection of properties) (865) 719-5791

Proposals and any other related documents should be mailed or delivered to:

Oak Ridge Housing Authority  
10 Van Hicks Road  
Oak Ridge, TN 37830

# OAK RIDGE HOUSING AUTHORITY LAWN MAINTENANCE SERVICE

## SPECIAL CONDITIONS

### I. SCOPE OF WORK

1. Contractor shall perform regular lawn maintenance including mowing, string trimming, and blowing of sidewalks. Contractor shall perform regular lawn maintenance including but not limited to a minimum of two (2) times per thirty (30) day period. Cuts shall be, weather permitting, spaced on an as equal time basis as possible. A schedule of dates shall be furnished to ORHA by Contractor prior to the commencement of the contract on or about April 1, 2023, and shall run through October 31, 2023. The intent is to keep the sites in as presentable a manner as would be expected in an average residential neighborhood.
  - a. Mow all grass in time frame specified. Excessive clippings are to be removed the day of mowing.
  - b. All grass areas not serviceable by mowers are to be cut with string trimmers every fifteen (15) days, weather permitting, and any excessive clippings are to be removed the day of trimming.
  - c. Immediately after completion of each service, all curbs, sidewalks, patios and parking areas are to be blown free of all clippings and debris.
2. Contractor shall be responsible for preparing the site to be mowed by picking up trash and debris. If extensive cleanup is required, Oak Ridge Housing Authority (ORHA) shall be notified.
3. Contractor will exercise extreme caution when mowing around dwelling units, playgrounds, and common areas. Contractor shall be responsible for maintaining all equipment in a safe working condition at all times and shall only use equipment that will comply with current applicable safety rules and regulations. Contractor agrees that all personnel will be properly equipped with appropriate and required safety equipment.
4. Contractor shall furnish all equipment, supplies, and labor.

### II. WORK SCHEDULING, INSPECTION, AND PAYMENT

1. Unless otherwise specifically authorized by ORHA, in writing, work shall be limited to a maximum of ten (10) work hours per day, including travel each day to and from the work sites, and forty (40) work hours per week.
2. Work is to be performed between the hours of 8 A.M. and 9 P.M. or sunset.

3. Work will generally be coordinated verbally between ORHA's Maintenance Coordinator, Joe Perez, or his designated representative and the Contractor. The communication will then be followed up, if necessary, in writing. Joe Perez or his designated representative shall inspect the sites immediately after each service.
4. Payment will be made on each invoice received from the Contractor at least once every thirty (30) day period. Contractor will submit invoice for payment to ORHA, 10 Van Hicks Road, Oak Ridge, TN 37830.

### III. INDEMNIFICATION

The Contractor shall agree to indemnify and hold ORHA, its officers, agents and/or employees harmless from and against any and all liability, loss, damages, personal injury or property damage, cost and expenses, including court costs and attorney's fees, by reason of any claim and /or liability resulting from this contract.

### IV. INSURANCE

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage and/or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

The Contractor shall, during the continuance of all work under the Contract, provide the following certificates:

- a. Maintain statutory Worker's Compensation as required by Tennessee law.
- b. The contractor shall carry and maintain throughout the period of this contract, at its sole cost, liability insurance to cover all classifications of work herein contemplated, minimum limits of coverage of \$1,000,000.00 per person and per incident. Certificates of insurance coverage shall be furnished to ORHA immediately upon the effective date of the resulting. Contract.
- c. The Contractor agrees to maintain owned, non-owned and hired Automobile Liability Insurance, in the amount of \$500,000.00 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

### V. CONTRACT TERM

The term of any resultant contract shall be for a period of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. ORHA shall have the option to renew the contract for an additional term of one (1) year for four (4) consecutive years. ORHA will notify

the Contractor at least thirty days prior to the expiration of the contract its intention to renew .

## VI. CANCELLATION

If the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, ORHA shall have the right to immediately terminate the contract and to withhold payments that are in excess of fair compensation for work completed. The term "breach of contract" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations.

## VII. CONTRACT TERMINATION

Either party hereto may terminate this contract upon thirty (30) calendar days written notices of such termination to the other party. In the event ORHA loses funding, the contract shall be null and void upon ORHA providing the aforementioned written notice.

## VIII. CONFIDENTIALITY

The Contractor acknowledges that information disclosed to it concerning ORHA operations during performance of this contract is confidential and/or proprietary to ORHA and shall not be disclosed to third parties without ORHA's prior written consent.

## IX. COMPLIANCE WITH LAWS

Contractor agrees to comply with any and all applicable federal, state and local laws and regulations.

## **VENDOR QUALIFICATION AND EXPERIENCE**

Prospective Contractors (PC) must have proven qualification and experience in providing quality Lawn Maintenance Service at competitive rates while providing adequate liability protection for ORHA. PC qualifications and experience must be clearly demonstrated in proposal by verifiable information that addresses the following:

- a. Demonstrated responsiveness to the Lawn Maintenance Service needs of rental unit complexes, by submission of at least three (3) references which include the name, title, and phone number of the contact person
- b. Properly executed Statement of Bidders Qualifications (Appendix C)
- c. PC must list equipment to be used on this contract.

## **INSPECTION OF PROPERTY**

It is strongly recommended that all interested parties inspect the ORHA property prior to submitting a proposal. ORHA personnel will be available, by appointment, to assist Potential Contractors in identifying property lines, mowing boundaries, and other information. Please Contact Joe Perez (865) 719 - 5791.

## **EVALUATION CRITERIA**

Proposals accepted by ORHA under the terms of this RFP will be evaluated by the following criteria:

<b><u>Criteria</u></b>	<b><u>Maximum Points</u></b>
1. Experience of providing the quality Lawn Maintenance Service to Developments of similar size to ORHA in a cost-effective manner, as demonstrated by a minimum of three (3) references	50
2. Cost	40
3. Overall response to this RFP	
<b>Maximum Total Points</b>	<b>100</b>

## **BID PROPOSAL REQUIREMENTS**

1. Cover page/interest letter
2. References as described in this RFP, including contact names, addresses and phone numbers
3. Submission of a firm schedule for proposed work
4. Cost on the supplied Bid Form
5. All other requirements of this RFP

## **PROPOSAL SUBMISSION**

1. Two (2) sets of proposals, with original signatures, must be in the possession of ORHA by the published place, date, and time.
2. Two (2) sets of proposed executed contract, which includes, by reference, all the requirements of this RFP.

## **PROPOSAL FORMAT**

1. Interest letter
2. Proposal that addresses all requirements of this RFP
3. Non-Collusive Affidavit (Appendix A)
4. Contractor's Certification (Appendix B)
5. Statement of Bibbers Qualifications (Appendix C)
6. All other requirements of this RFP



# 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. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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.

(ii)

(iii)

- (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.

## BID FORM

### (Per mowing cycle and related work)

<u>Site</u>	<u>Contract Price</u>
1. Honeysuckle Lane	\$ _____
2. Apple Lane	\$ _____
3. Knoll Lane	\$ _____
4. Wade Lane	\$ _____
5. Irene Lane	\$ _____
6. LaSalle Road	\$ _____
7. Joel Lane	\$ _____
8. Van Hicks Road & Van Hicks Place	\$ _____
 <b>Total Bid Per Complete Mowing Cycle</b>	 \$ _____

### ORHA Site Locations

- 10 Van Hicks Road/Place, Oak Ridge, TN 37830
- 11 Joel Lane, Oak Ridge, TN 37830
- 132 Lasalle Road, Oak Ridge, TN 37830
- 10 Irene Lane, Oak Ridge, TN 37830
- 173 Wade Lane, Oak Ridge, TN 37830
- 10 Knoll Lane, Oak Ridge, TN 37830
- 10 Apple Lane, Oak Ridge, TN 37830
- 76 Honeysuckle Lane, Oak Ridge, TN 37830

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## BID FORM – 2

Hedge, bush, and shrub trimming, to be completed as needed or requested. Please bid per trimming cycle. Mulch all trees, bushes, islands, and flower beds maintained by ORHA. Please bid to mulch one time annually.

<u>SITE</u>	<u>TRIM PRICE</u>	<u>MULCH PRICE</u>
1. Honeysuckle Lane	\$ _____	\$ _____
2. Apple Lane	\$ _____	\$ _____
3. Knoll Lane	\$ _____	\$ _____
4. Wade Lane	\$ _____	\$ _____
5. Irene Lane	\$ _____	\$ _____
6. Lasalle Road	\$ _____	\$ _____
7. Joel Lane	\$ _____	\$ _____
8. Van Hicks Road & Place	\$ _____	\$ _____
 <b>TOTAL</b>	 \$ _____	 \$ _____

**APPENDIX A**

**NON-COLLUSIVE AFFIDAVIT**

State of Tennessee  
County of \_\_\_\_\_

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

That he/she is \_\_\_\_\_  
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 or 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 Oak Ridge 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 bidder is an individual;

\_\_\_\_\_  
Partner, if bidder is a partnership;

\_\_\_\_\_  
Officer, if bidder is a corporation;

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

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

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

**APPENDIX B**  
**CONTRACTORS CERTIFICATION**  
**FOR**  
**CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX C**

**STATEMENT OF BIDDERS QUALIFICATIONS**

- 1) Name of Bidder
  
- 2) Address of Bidder
  
- 3) When originated
  
- 4) If a corporation, where incorporated
  
- 5) State Charter No. \_\_\_\_\_  
Name of Licensed Person \_\_\_\_\_
  
- 6) How many years have you been in business under your current name?
  
- 7) Have you ever failed to complete any awarded work? If so, where and why?
  
- 8) Have you ever defaulted on a contract? If so, where and why?
  
- 9) List background and experience of the principle manners of the organization.  
(add sheets if necessary)
  
  
- 10) List bank reference(s)
  
  
- 11) Are you ineligible to receive awards from the United States Government?

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

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

Notary

My Commission expires \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



## CONTRACT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ by

And between \_\_\_\_\_ organized and existing under the laws of the State of Tennessee hereinafter called the "Contractor" and the Oak Ridge Housing Authority, hereinafter called "ORHA".

**WITNESSETH**, that the Contractor and ORHA for the consideration stated herein mutually agree as follows:

**ARTICLE 1. Performance of Contract:** The Contractor shall furnish all equipment and/or services and perform and complete all work required in strict accordance with Article 3, Contract Documents.

**ARTICLE 2. The Contract Price:** ORHA shall pay the Contractor in accordance with the fee schedule in the Contractor's proposal in a not exceed amount of

\$ \_\_\_\_\_ (numbers) per mowing cycle

\$ \_\_\_\_\_ (words) per mowing cycle

**CONTRACT – PAGE ONE OF THREE**

**ARTICLE 3. Contract Documents:** The Contract shall consist of the following component parts:

- A. This Instrument.
- B. Attached Contractor's Proposal.
- C. All other Requirements of the ORHA Request for Proposal (RFP).

This instrument, together with the other documents enumerated in this Article 3, with said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event any provision in any component part of the Contract is contradictory, the provisions of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year above written.

**CONTRACT – TWO OF THREE**



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

Attest:

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

\_\_\_\_\_

\_\_\_\_\_

(Street)

\_\_\_\_\_

(City)

(Zip)

OAK RIDGE HOUSING AUTHORITY

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

Attest:

Title: Director of Operations

10 Van Hicks Road

Oak Ridge, TN 37830

\_\_\_\_\_

**CONTRACT – PAGE THREE OF THREE**

