

REQUEST FOR PROPOSALS



Lawn Maintenance of Wilson Housing Authority Properties

**Wilson Housing Authority
301 E. Nash Street
Wilson, NC 27895**

**Prebid Meeting on Tuesday, January 23rd, 2024 @ 2:00pm
Scheduled van shuttle ride around of WHA properties
to show Everyone the locations of the properties**

**PROPOSAL DUE DATE:
Tuesday, Jan. 30, 2024
2:00 pm E.S.T.**

PART 1 – INTRODUCTION

1.1 General

The **Housing Authority of the City of Wilson, NC (WHA)** is requesting proposals from interested firms for complete lawn maintenance. The selected proposer will assume the responsibility for all lawn maintenance of conventional housing sites, offices, shops, and community centers. **Contractor shall provide all materials, tools, equipment, and labor.**

It is the WHA's intention to solicit proposals, evaluate them, conduct oral presentations with selected proposers, verify the information presented and negotiate the award of a contract(s) to the most responsible firm(s) whose proposal is most advantageous to the WHA, with price and other factors considered.

WHA will enter into a twelve (12) month contract with the successful proposer(s). There will be an option to annually renew the contract for an additional two, one-year periods.

The WHA reserves the right to accept or reject any and all proposals and to waive all technicalities. No proposal will be withdrawn for a period of ninety (90) days subsequent from the receipt of the proposal without the consent of the WHA. The WHA assumes no liability for the cost incurred for preparing proposals.

The WHA is a crime, drug, and smoke free workplace. The WHA is an Equal Opportunity Employer.

The selected proposer will be responsible for all lawn maintenance services in coordination with WHA specifications and requirements.

1.2 Directions for Submission

The required submission of the Request for Proposals shall be as follows:

Respondents shall submit one (1) original, clearly marked and containing original signature, along with 2 copies in a sealed carton to WHA by 2:00 PM (EST), Tuesday, January 30, 2024, without exception, at the following address, to be deemed responsive and eligible for consideration:

Wilson Housing Authority
Attention: Troy Davis
301 E. Nash Street
PO Box 185
Wilson, NC 27893

Proposals sent by overnight delivery service will be considered timely filed if date stamped at least one (1) day before the date set for receipt of proposals and time stamped at a time that should have, pursuant to the express policy of the overnight delivery service used, permitted delivery at the date, time and place set for receipt of proposals. The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondents' obligation to

ensure the required submission arrives in a timely manner at the specified location. Any proposal which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

To assure that the respondent's Request for Proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, cartons containing submissions, must be identified on the outside, as follows:

Sealed Bid
Request for Proposals
Lawn Maintenance of Wilson Housing Authority Properties
Due: Tuesday, Jan 30, 2024, by 2:00 PM Eastern Standard Time

Faxed or electronic submissions of the Request for Proposals **will not** be accepted. Once received by WHA, submissions will not be returned.

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted in writing to Troy Davis at the above address, or you may e-mail Troy at tdavis@wilsonha.org. Responses to inquiries will only be provided in writing via issuance of an addendum to all prospective bidders that have picked up the specifications for this RFP. No addendum will be issued after the 7th day prior to the opening of the proposals.

1.3 Content of Submission

Respondents shall submit an original and two additional copies in a binder, tabbed and numbered as follows:

1. **Qualifications/Technical Approach** - Description and type of company: sole proprietor; Limited Liability Corporation (LLC); or, other corporation type. If corporation, submit articles of incorporation and listing of all officers of the corporation. Include Minority/Women or Disadvantaged Business Enterprise certification and/or application, as applicable. Description of the technical approach to the contract. Technical section of the proposal must contain the following minimum information or will not be considered responsive:
 - An approach for providing the services inclusive of levels of onsite/offsite supervision. Staffing pattern.
 - Qualification of the Company.
 - Qualifications of the employees who will actually be performing the services.
 - Proof of Insurance. (One Million Dollars Comprehensive General Liability Insurance, and Workers Compensation Coverage-Statutory Requirement.
2. **Experience** – Describe the experience of the company and list other similar types of work performed. Identify the individual(s) that will perform the work and a brief resume of the individual(s).
3. **Cost Proposal** – Complete the costs proposal form included in this package.
4. **References** – Complete the reference form included in this package.

5. **Other forms** – Complete all other forms included in this package including Section 3 Plan and Efforts: the release for criminal background consent form and the Non-Collusive Affidavit. Certified statement that neither the company nor any of its principles is debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. (Form included in bid packet)

1.4 Selection Process

Determination of Responsiveness

An initial review process will be conducted by WHA staff to establish responsiveness. Responsiveness will be confirmed through determining if the Respondent(s) have met all mandatory requirements outlined in this Request for Proposals. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive”.

The firm determined by the WHA to be the most qualified in terms of actual demonstrable experience, knowledge, and perceived benefit to the WHA will be selected and contract negotiations with said firm commenced. The WHA may request the successful firm to submit a best and final cost proposal for the services to be contracted. The cost may be selected for any or all task identified in the Service Specifications in this Invitation to Bid or additional services as deemed appropriate by the WHA. The WHA reserves the right to negotiate fees with the most capable firm, however if a cost-effective agreement cannot be reached, negotiations will begin with the next ranked firm.

1.5 Evaluation Criteria

The Housing Authority will select a single respondent for this contract. Selection will be based on a combination of the factors listed below.

Qualifications/Technical Approach

30 Points

The respondent company has successfully performed similar type of work in lawn maintenance. This factor will be scored based on the description and technical approach to the contract in Section 1 and the references provided.

Experience

30 Points

The individual(s) that will perform the work have extensive experience in lawn maintenance work; This factor will be scored based on the description in Section 2.

Cost

30 points

The fully loaded costs provided are reasonable and competitive in the Wilson/Wilson County area for same and similar work performed by residential contractors. This factor will be scored

using the cost proposal provided and other data retained by WHA of area costs.

MBE/WBE/DBE

5 Points

The firm or individual is certified or has applied to the appropriate state agency for certification as a Minority, Woman or Disadvantaged Business Enterprise. This factor will be scored based on a certification or application provided in Section 1 of the proposal.

Section 3

5 Points

The firm or individual intends to utilize Section 3 residents for any portion of the contract work. This factor will be scored based on the information provided in the Section 3 Plan.

TOTAL POINTS

100 Points

PART 2 – GENERAL CONDITIONS

2.1 Conflict of Interest

- a. The respondent's warrant that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 1. Respondents may have an unfair competitive advantage; or
 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondents shall disclose such conflict of interest fully in the proposal submission.
- b. The respondents agree that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to WHA that shall include a description of the action, which the respondents has taken or intends to take to eliminate or neutralize the conflict. WHA may, however, disqualify the respondents or if a contract has been entered into with the respondents, terminate said contract, at its sole discretion.
- c. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to WHA, the WHA may disqualify the respondents.
- d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondents.
- f. No member, officer, or employee of WHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which WHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondents selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.
- h. WHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under Section 2.1.

2.2 Insurance

The selected firm shall maintain at its expense during the term of the Contract the following insurance.

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
- (2) \$1,000,000 General Liability Insurance. Certificate of Insurance with the Wilson Housing Authority named as certificate holder shall be submitted prior to contract signing.

WHA shall be named as additional insured on all policies.

2.3 Waiver

The selected firm shall not hold WHA liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on these projects. The firm agrees to hold WHA harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of WHA while acting within the scope of their employment.

2.4 Proof of Liability Insurance

The successful firm shall furnish to WHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with WHA for the duration of the contract and no less than one year thereafter.

2.5 Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. WHA reserves the right to terminate the contract if at any time the successful firm does not uphold the standard of conduct.

2.6 Removal of Employees

WHA may request the successful firm to immediately remove from assignment to WHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at WHA.
- (5) The Authority is smoke free. No employee is allowed to smoke on Housing Authority Property.

2.7 Quality Control

Facilities Director and his/her designee will inspect the service performed randomly and at any other time specified in this document. Deficiencies will only be pointed out once and should be corrected within twenty-four hours. Upon re-inspection, any remaining deficiencies will be corrected by the owner's staff or another contractor, cost of which will be deducted from the contract amount.

2.8 Payment

- a. Contractor shall submit invoice to the WHA on a monthly basis. The invoice shall include the addresses and date when work was completed.
- b. Compensation for services will be paid on or before the 15th of the month for the previous months contracted lawn maintenance.
- c. The payment will be contract price per agreement signed at the inception of the contract.

2.9 Contract Termination

- a. Either party may terminate this contract by giving a written thirty-day notice to the other party with reason for termination.
- b. The Wilson Housing Authority is a drug free work place, the use of any controlled substance or alcohol on its property is strictly prohibited, violation of this policy will result in immediate termination of contract.

2.10 Contractor Replacement

If this contract is terminated for any reason, the owner, at his discretion, may negotiate with the next low bidder to perform the contractual work for the remaining period of the contract including the twelve to twenty four months renewal period without formal bidding process.

2.11 Contract Term / Renegotiation

WHA will enter into a twelve (12) month contract with the successful proposer(s). There will be an option to annually renew the contract for an additional two, one-year periods. The WHA reserves the right to open the contract up for renegotiation.

To handle and resolve disputes relating to procurements by the WHA, the following procedures shall be followed:

- 1) **RIGHT TO PROTEST:** Any actual or prospective bidder, officer, contractor or Subcontractor ("Protester") who is aggrieved in connection with the solicitation, intended award or award of a contract may file a protest with the WHA "Contracting Officer".
- 2) **TIME FOR FILING PROTEST:** A protest shall be filed with WHA within ten (10) days of the date of the WHA issuance of an invitation for bid or other solicitation document or within ten (10) days of WHA notice to the Protester of its award or intended award of a Contract or intended rejection of a bid, whichever is applicable.
- 3) **CONTENT OF PROTEST:** A protest shall be in writing and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issue to be decided.
- 4) **AWARDING AGENCY NOTICE:** Upon receiving a protest, the Contracting Officer shall cause disclosure of information regarding the protest to any agency ("Awarding Agency") that awarded a grant directly funding in whole or in part for the Contract.
- 5) **CONTRACTING OFFICER'S REVIEW:** The Contracting Officer shall review The protest and, at his/her discretion, take one or more of the following actions prior to the rendering of a decision:
 - (a) Request a meeting with the Protester;
 - (b) Request additional information from the Protester;
 - (c) Conduct such investigation as he/she may deem appropriate under the circumstances.

- 6) **CONTRACTING OFFICER'S DECISION:** Within thirty (30) days of the receipt of a protest, the Contracting Officer shall notify in writing the Protester and the Awarding Agency of his/her decision.
- 7) **END OF WHA REVIEW:** The Contracting Officer's decision as to the Protester's protest shall constitute the end of the WHA Protest Procedure. If the Protester objects to the Contracting Officer's decision, he/she may pursue remedies through the Courts or through the Awarding Agency as well as other remedies as may be available by statute of regulation provided; however, the pursuit of such remedies shall not delay the award of the Contract to another bidder, offeror, contractor or subcontractor.

PART 3 – HUD Maintenance Wage Rate / SECTION 3

3.1 HUD Maintenance Wage Rate

Contractor shall pay each employee no less than the HUD Maintenance Wage Rate Determination that is set each year by HUD. Rates as follow: Grounds \$8.29 an hour and tree trimming \$12.23 an hour. The contractor shall honor the NC Routine Maintenance Wage Rates (attached) for all employees that work on WHA property. WHA staff is required to perform employee interviews with your employees while they are on site working.

3.2 Section 3

A TOOL FOR "ECONOMIC UPLIFT"

Section 3 of the Housing and Urban Development Act of 1968 is a tool that is used to realize HUD's commitment to the "economic uplift" for public housing (HA) communities. It requires that public housing authorities (HAs), as well as their contractors and subcontractors, make good faith efforts to provide opportunities for job training, employment, and contracting to low-income persons, particularly those who are recipients of Federal housing assistance.

GOOD FAITH EFFORT

Under regulations at 24 CFR 135, HAs and their contractors must make "good faith efforts" to use area residents as trainees and employees and to award contracts to businesses located within the Section 3-covered project areas. Good faith effort means a contractor must take concrete steps to expand resident training and employment opportunities, such as making residents aware of the employment application process and actually employing Section 3 area residents.

OUTREACH TO EXPAND SECTION 3 RESIDENT TRAINING AND EMPLOYMENT OPPORTUNITIES

- Advertising in the local media
- Distributing flyers on training & job opportunities to every occupied dwelling unit of Section 3 communities, and posting in common areas.

- Asking resident councils and other resident bodies to help promote resident participation, and asking similar help from community leaders and organizations.
- Informing labor organizations and private job training agencies of potential jobs and contracting opportunities.
- Holding job information meetings and workshops to help Section 3 resident's complete applications.
- Arranging for a place within the housing community for residents to drop off employment application forms and hold interviews.

PROMOTING SECTION 3 BUSINESS PARTICIPATION

- Advertisement in local media and trade association papers.
- Posting flyers in the housing community.
- Developing a list of eligible Section 3 businesses.
- Giving all eligible concerns written notice in time for them to participate in pre-bid meetings and meet proposal deadlines.
- Holding workshops on contract procedures.
- Dividing contract work to allow wider participation.
- Promoting joint ventures between a large business and Section 3 business concerns.
- Limiting competition for PHA-administered opportunities to resident-owned businesses through the use of alternative procurement procedures for contracts under \$500,000, as described in HUD regulations at 24 CFR 963.

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons
And Eligible Businesses

U.S. Department of Housing
and Urban Development

Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 8/13/20XX)

Public Reporting Burden statement printed below

1. Recipient Name & Address: (street, city, state, zip)		2. Tax Identification Number (TIN):		3. Total Amount Expended:		
		4. Contact Person		5. Telephone Number: (Include area code)		
		6. Start Date of Reporting Period:		7. End Date of Reporting Period:		
		8. Program Code and Name: (A separate report must be submitted for each source of covered funding)		9. Date Report Submitted:		
Part I: Employment and Training Opportunities (** Columns B, C and F are mandatory fields. Only include New Hires in these fields)						
A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D Aggregate Number of all Staff Hours Worked (Optional)	E Total Staff Hours Worked by all Section 3 Employees (Optional)	F Percentage of Staff Hours Worked by Section 3 Employees Column E/ Column D (Optional, but must be completed if columns D & E are completed)	G Number of Section 3 Trainees
Professionals						
Clerical						
Administrative						
Case Management						
Facilities Management						

Technical (Bookkeeping, IT, etc.)						
Carpentry						
Painting						
Masonry						
Plumbing						
Electrical						
Janitorial						
Security						
Other: Describe						
Total						

Part II: Contracting Opportunities

1. Construction Contracts		HUD Amount	Leveraged Amount	Total (HUD Amount + Leveraged Amount)
A.	Total dollar amount of construction contracts awarded with covered funds expended during the reporting period			
B.	Total dollar amount of contracts awarded to Section 3 businesses during the reporting period			
C.	Percentage of the total dollar amount of construction contracts that were awarded to Section 3 businesses during the reporting period (i.e., Item B/ Item A= %)			
D.	Total number of Section 3 businesses receiving construction contracts during the reporting period			
2. Non-Construction Contracts				
A.	Total dollar amount of non-construction contracts awarded with covered funds expended during the reporting period			
B.	Total dollar amount of non-contracts awarded to Section 3 businesses during the reporting period			
C.	Percentage of the total dollar amount of non-construction contracts that were awarded to Section 3 businesses during the reporting period (i.e., Item B/ Item A= %)			
D.	Total number of Section 3 businesses receiving non-construction contracts during the reporting period			

Part III: Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply and maintain copies of all documentation as evidence of the actions checked below)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youth Build Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Entered into "first source" hiring agreements with organizations representing Section 3 residents.
- ☐ Established training programs, which are consistent with the requirements of the Department of Labor.
- ☐ Posted job postings within public housing developments(s) for employment opportunities available which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process.
- ☐ Advertised and/or issued print or electronic notices of employment opportunities to Section 3 residents.
- ☐ Advertised the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and/or radio advertising.
- ☐ Contacted public housing resident councils, resident management corporations, or other resident organizations, to request the assistance of these organizations in notifying Section 3 residents of the training and employment positions to be filled.
- ☐ Provided contractors a list of Work force development, social service, community based organizations, etc. that the recipient contacted to assist them with notifying Section 3 residents about employment and training opportunities.
- ☐ Initiated targeted community group meetings and mailings to recruit/attract Section 3 residents and Section 3 businesses.
- ☐ Conducted speaking presentations and or trainings to Section 3 residents and/or businesses.
- ☐ Employed Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance ("force account labor").
- ☐ Maintained a file of eligible qualified Section 3 residents for future employment positions.
- ☐ Utilized Payroll Certification, Worker Utilization Forms, and other types of data to identify potential employment and contracting opportunities.
- ☐ Maintained documentation of training provided to Section 3 residents.
- ☐ Provided contractors a list of Section 3 Residents that applied for jobs that were advertised (name, address and phone numbers).
- ☐ Contacted business development agencies, minority contractors associations, chambers of commerce, local Small Business Administration (SBA) and/or other similar community organizations to request their assistance in identifying section 3 businesses to be notified about HUD funded contracts.
- ☐ Used HUD's Section 3 Business Registry to locate local Section 3 businesses.
- ☐ Advertised and/or issued print or electronic notices of contracting opportunities to prospective Section 3 businesses.
- ☐ Provided contractors a list of Section 3 businesses to be notified about subcontracting opportunities (names, address and phone numbers).
- ☐ Advertised contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information at job sites.
- ☐ Initiated targeted community business group meetings and mailings to notify Section 3 business of contracting opportunities.
- ☐ Other efforts to achieve compliance (Please describe below):

Describe other Efforts to achieve compliance:

Covered Recipients are required to either meet all three minimum numerical goals for employment and contracting (see below), or provide a description of the steps taken to meet the goals, barriers encountered, and actions that will be taken to address them. If your agency failed to meet all three Section 3 minimum numerical goals, please provide an explanation:

NOTE: The Section 3 minimum numerical goals are as follows:

Employment Opportunities:

30% of the aggregate number of **new hires** shall be Section 3 Residents

Contracting Opportunities:

Construction contract—10% of the aggregate dollar amount of **construction** contracts shall be awarded to Section 3 Businesses

Construction contract—3% of the aggregate dollar amount of **non-construction** contracts shall be awarded to Section 3 Businesses

Please review the Section 3 FAQs for definitions of Section 3 Residents and Business Concerns.

Public reporting for this collection of information is estimated to average 8 hours 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and the implementing regulation at 24 CFR § 135 mandates that HUD shall ensure that employment, training, contracting, and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing and businesses that substantially employ these persons. Please visit www.hud.gov/section3 to learn more about the regulatory requirements of Section 3.

The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress. The report may also be used by recipients as self-monitoring tool. The data shall be entered into a database and will be analyzed and made available to the public by HUD staff. The collection of information is restricted to direct recipients of Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 3 of the Housing and Urban Development Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions:

This form is to be used to report annual accomplishments regarding employment, training, contracting, and other economic opportunities provided to low- and very low-income persons, and the businesses that substantially employ them pursuant to Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development or capital fund assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937; and to

Recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to their **contractors and subcontractors that receive awards in excess of \$100,000** for Section 3-covered activities.

Form HUD-60002 is only to be submitted by direct recipients of HUD funding (i.e., Public Housing Agencies (PHAs), municipalities, Participating Jurisdictions (PJs), property owners, recipients of competitive grant awards, etc.). This form is **NOT** to be submitted to HUD by contractors, developers, subrecipients, or other entities that do not receive funds directly from HUD. Additional information about Section 3 and reporting requirements can be found at: www.hud.gov/section3.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to new **Employment and Training** opportunities created by recipients and their contractors. Part II of the form identifies covered **Contracting** opportunities generated by HUD funding, and Part III summarizes recipients' **Efforts** to comply with the regulatory requirements of Section 3, which includes either meeting the minimum numerical goals for employment and contracting, or providing an explanation of why the goals were not met.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Tax Identification Number (TIN): Enter the tax identification associated with the recipient listed in item #1.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4. Contact Person/: Enter the name of the person with knowledge of the award and the recipient's implementation of Section 3.
5. Telephone Number: Enter the office telephone number for the person listed in item #4.
6. Start Date of Reporting Period: Indicate the start date for the time period (month/day/year) that this report covers.
7. End Date of Reporting Period: Indicate the end date for the time period (month/day/year) that this report covers.
8. Program Code and Name: Enter the appropriate program code and name for the type of funds associated with this report. A separate report must be submitted for each program code.
9. Date Report Submitted: Enter the date that the report was submitted to HUD.

Part I: Employment and Training Opportunities

Column A: Lists various job categories for persons employed in connection with this report. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each job category or trade identified in **Column A** in connection with this report. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this report. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the aggregate number of staff hours of new hires (Section 3 residents) in connection with this report.

Column E: Enter the total amount of staff hours worked by persons that meet the definition of Section 3 residents (including new hires) connected with this report. Include staff hours for part-time and full-time positions.

Column F: Calculate the percentage of staff hours worked by Section 3 employees (i.e., staff hours worked by Section 3 Employees/aggregate number of staff hours worked).

Column G: (Mandatory Field) Enter the number of Section 3 residents that were trained for each job category or trade identified in **Column A** in connection with this report.

Part II: Contracting Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all construction contracts awarded during the reporting period. Include both HUD and Leveraged Amounts, which should be equal to the total (Item A + Item B = Total)

Item B: Enter the total dollar amount of construction contracts connected that were awarded to Section 3 businesses during the reporting period. Include both HUD and Leveraged Amounts, which should be equal to the total (Item A + Item B = Total)

Item C: Enter the percentage of the total dollar amount of construction contracts awarded to Section 3 businesses during the reporting period. Indicate HUD and Leveraged percentages. (Item B/ Item A = %) The total amount should be 100%

Item D: Enter the number of Section 3 businesses receiving construction contracts during the reporting period.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all non-construction contracts awarded during the reporting period. Include both HUD and Leveraged Amounts, which should be equal to the total (Item A + Item B = Total)

Item B: Enter the total dollar amount of non-construction contracts awarded to Section 3 businesses during the reporting period. Include both HUD and Leveraged Amounts, which should be equal to the total (Item A + Item B = Total)

Item C: Enter the percentage of the total dollar amount of non-construction contracts awarded to Section 3 businesses. Indicate HUD and Leveraged percentages. The total amount should be 100%

Item D: Enter the number of Section 3 businesses receiving non-construction contracts.

Part III: Summary of Efforts

1. Check all appropriate actions that describe efforts taken by the recipient to meet the regulatory requirements of Section 3. Recipients are required to maintain copies of all documentation as evidence of the actions that are checked.
2. Describe other efforts to achieve compliance. A list of some possible actions is provided at 24 CFR § 135.40 or in the Section 3 FAQs at www.hud.gov/section3.
3. Recipients that failed to meet all three Section 3 minimum numerical goals for employment and contracting, are required to provide an explanation of why it was not feasible to do so. Such explanations may describe the steps taken to meet the goals, barriers encountered, and actions that will be taken to address them in the future.

PART 4 – SPECIFICATIONS

4.1 Scope of Work

Contractor shall perform all work and services stipulated within these contract specifications.

4.2 Work to be covered by the Contract

The work to be covered by the **Lawn Maintenance Contract** will consist primarily of, but not be limited to the following:

4.6 Lawn Maintenance

- Mow all yards and common areas weekly or as needed. (Not to exceed ten days between mowing.)
- Weed eat all yards and common areas. (Not to exceed ten days between weed eating.)
- Spraying is allowed as long as areas sprayed are done neatly and no more than three inches wide. If the sprayed areas are more than three inches the Authority will not allow the spraying to continue and only allow weed eating.
- Blow all sidewalks and porches after each mowing and or weed eating.
- Blow all office, shop, and community centers parking lots monthly.
- Spray along all fences to keep clear from weeds, trees, grass and bushes.
- Pick up all trash and debris before mowing.
- Trim all bushes and trees. (Bushes shall be trimmed to three feet from ground and twelve inches from unit. Trees shall be trimmed so that branches are three feet from reaching the roof or unit).
- Fill in holes in yards, as needed.
- C. Bruce Rose Plaza– include pulling weeds, mowing and blowing off grass on sidewalks and parking lot weekly. Pine straw and or mulch to be replaced twice a year or as needed.
- Edge sidewalks and walk ways, once per month or as needed.
- Trim all bushes/trees/weeds on exterior, edges of properties, at fence lines, twice per year.
- Spray weed killer on all weeds in sidewalk cracks, curbs and parking lots, quarterly.

Contractor's Responsibility for Work:

- a. Provide prompt and professional service.

- b. Responsible for all actions of his/her employees including any damages caused by his/her employees to the owner's property or the resident's belongings.
- c. Make any correction as indicated by the Facilities Director or Facilities Manager.
- d. The Wilson Housing Authority is a Smoke and drug free work place, the use of any controlled substance or alcohol on its property is strictly prohibited, violation of this policy will result in immediate termination of contract.

4.8 Project Units / Addresses

Project No.	Streets
NC20-1	Starmount Circle, Parkview, Even side Forrest Road, Varita Court, Office Building, Maint. Shop & Community Center
NC20-2	600 Block Suggs, Stephenson, Hooks, Edwards, Maury, 600 Block Walnut, 600 Block Spruce Office Building & Community Center
NC20-4	700 Block Suggs, Hines, Sims, Dew, Norfolk, Banks, 500 Block even side Walnut
NC20-5	500 Block odd side Walnut, 500 Block Spruce, Lodge, Poplar, Birch, Phillip
NC20-6	Jefferson, Elizabeth, Norris, Warren, Hyatt, Benton, Gold, Harper, Best, Blount, Railroad, Elvie
NC20-7	Fountain Drive, London Drive, Chalk Drive 2 Offices, Community Center & Maint. Shop
NC20-8	C. Bruce Rose Plaza 213 Broad Street
NC20-9	Hackney Street, Vance, Queen, Black Creek
NC20-10	Snowden, El Ramey, Community Center

All common areas at each site shall be included

The WHA invites bids to provide tools, labor, equipment, and materials for Lawn Maintenance to be performed at the agency's facilities and under one general contract.

SUBMITTED BY:				
Company:				
Address:				
City/State/Zip Code:				
Telephone:	Office:		Cell:	
E-mail Address:				
FEIN or SSN:				
North Carolina Contract License:				
Signature:				
Title:				

NARRATIVE EXPERIENCE

Describe the experience of the company and list other similar types of work performed. Identify the individuals that will perform the work, list any specialty licenses or certifications held and provide copies of the same; and a brief resume of the individuals. (Use additional pages as needed)

[illegible]

List the number of employees the firm has available to perform the work described in the Scope of Services/Specifications:

Full time: _____

Part time: _____

1. The firm may provide a current Certificate of Insurance, which stipulates the expiration date of the firm's policy and meets or exceeds the attached "Acceptable Insurance Limits".

OR

If the firm currently has the required insurance, please sign the following statement:

_____, understands the insurance requirements as stipulated in the attached "Acceptable Insurance Limits". The successful firm shall provide upon notification by the WHA of intent to award and prior to execution of any agreement, a current Certificate of Insurance stipulating the Wilson Housing Authority (WHA) – P.O. Box 185 – Wilson, NC 27893 as "Certificate Holder".

2. The firm shall provide a current Wilson City Business License if available. If the firm does not currently have a Wilson City Business license, please sign the following statement:

_____, understands a current Wilson City Business license or copy of application and paid receipt for same shall be provided upon notification by the WHA of the intent to award and prior to execution of the any agreement.

3. If the firm is a Minority Certified Firm with the State of North Carolina provide proof of such certification.

Name of Firm:

Address of Firm: _____

Phone Number: (____) _____ - _____

FAX Number: (____) _____ - _____

Email Address: _____

COST PROPOSAL

The Housing Authority intends to award a single contract under this proposal. Please provide a fully loaded monthly rate. The loaded rate should be inclusive of all costs to conduct the work including transportation; tools and equipment; overhead and profit.

Lawn Maintenance

\$ _____ per month or \$ _____ per year.

The undersigned hereby certifies that he/she is a duly authorized representative of the company submitting this quote who herewith legally binds the company in the execution of all documents and any contract to follow. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, average local weather conditions, the specifications and the stipulations referred to herein, hereby proposes in accordance with all aspects of this solicitation to furnish all labor, materials, equipment, and services required for:

When submitting the monthly invoice the Contractor shall also submit the monthly certified payrolls in order to receive payment.

SUBMITTED BY:

Offeror: _____
Company Name

Address: _____

_____/_____/_____
City State Zip Code

FEI#: _____ or Social Security Number: _____ - _____ - _____

Phone #:(_____) _____ - _____ FAX #:(_____) _____ - _____

Email Address: _____

Signature: _____/_____
Title

Date

Additional Services and Rates on as needed basis:

- Snow removal rate per machine dollar amount \$ _____, Per man dollar \$ _____, amount of minimum length of time _____.

- Ice melt rate, dollar amount per bag (50 pounds), per dollar rate for man per hour: minimum pounds per ice melt _____, _____ hour rate.
- Long needle pine straw per bale \$ _____
- Mulch per yard \$ _____
- Wheat straw per bale \$ _____
- Bobcat, tractor & backhoe rate per hour \$ _____, per day \$ _____
- Topsoil per ton \$ _____
- Topsoil per 20 tons with contractors blend seed & wheat straw \$ _____

REFERENCES

List at least three (3) clients for whom the firm has performed work comparable to the work described in the Scope of Services/Specifications:

REFERENCE #1			
Name of Firm/Individual			
Location Work Performed			
Contact Person Name:			
Telephone:		FAX	
E-Mail:			
Brief Description of Work Performed:			

REFERENCE #2	
Location Work Performed	

Contact Person Name:			
Telephone:		FAX	
E-Mail:			
Brief Description of Work Performed:			

REFERENCE #3			
Location Work Performed			
Contact Person Name:			
Telephone:		FAX	
E-Mail:			
Brief Description of Work Performed:			

NON-COLLUSIVE AFFIDAVIT

STATE OF NORTH CAROLINA)

COUNTY OF WILSON)

_____, being first duly sworn, deposes and says:

THAT HE/SHE IS _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor 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 of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF WILSON, NORTH CAROLINA, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures 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 TO BEFORE ME

This _____ day of _____, 20____

(Notary Public)

My Commission expires: _____

SECTION 3 OUTREACH EFFORTS

Please describe below the outreach efforts your company has/will undertake under this contract to employ Section 3 Residents or Businesses. Section 3 residents are individuals residing within the Section 3 area whose family income does not exceed 80% of the area median income

**WILSON HOUSING AUTHORITY
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

I _____, principle representing
_____,

Certified to the best of my knowledge and belief that our principles and/or company:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal debarment or agency;
- b. Have not within a three 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 statement, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the principle or company is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed _____

Title _____

State of _____

County of _____

Subscribed and sworn to be before me this

(seal)

_____ day of _____, 20_____.

Notary Public for _____

Printed name & title

My Commission expires _____, 20_____.

Maintenance Wage Rate Determination		U.S. Department of Housing and Urban Development Office of Labor Relations		HUD FORM 52158 (04/2005)	
Agency Name: Wilson Housing Authority Wilson County		LR 2000 Agency ID No: NC098A		Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance	
		Effective Date: October 01, 2022		Expiration Date: September 30, 2024	
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.					
Elisa Oliver, LRS		10/01/22			
_____ HUD Labor Relations (Name, Title, Signature)		_____ Date			
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	

Cleaner	\$12.94	\$7.78
Maintenance Mechanic Assistant	\$15.84	\$8.45
Maintenance Mechanic II	\$20.35	\$9.47
Maintenance Mechanic/HVAC	\$22.00	\$9.84
Janitor/Ground Laborer	\$8.29	* Extra positions listed after Maintenance HVAC was previously on FY21 HUD- 52158. These positions are still valid and have no changes unless notified by the Housing Authority (HA).
Tree Trimmer	\$12.23	
Carpenter	14.12	
Carpet Installers	\$11.14	
Cement Mason and Concrete Finisher	\$12.64	
Drywall and Ceiling Tile Installer	\$13.21	
Electrician	\$17.55	
Glazier	\$11.68	
Painter	\$12.21	
Plumber and Pipefitter	\$13.53	
Sheet Metal Worker	\$17.07	
Roofer	\$12.57	
Unit Turnaround/Vacancy Prep (Except Painter)	\$8.43	
Heating, AC and Refrigeration Mechanic	\$17.92	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> LR Staff Initial
		FOR HUD USE ONLY LR2000: