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The Aurora Housing Authority™

1449 Jericho Circle, Aurora IL 60506

Aurora Housing Authority Request for Proposal Lawn Maintenance Services

Date of Issue: March 23, 2026

Proposals Due: April 9, 2026, 4:00pm Central time

REQUEST FOR PROPOSAL (RFP)
LAWN MAINTENANCE

The Aurora Housing Authority (AHA) is seeking interested, qualified firms or individuals to submit proposals with price quotes for Lawn Maintenance of four (4) family sites, two (2) elderly sites and nine (9) scattered site houses in Aurora, Illinois (see attached specifications for locations).

Proposals will be received until the close of regular working hours (4:00 PM), on April 9, 2026, at the office of the AHA, 1449 Jericho Cr, Aurora, IL 60506.

The scope of work for this proposal is as follows:

1. Furnish all labor, materials, equipment, tools, incidentals, etc., to cut the lawn and trim all areas as contained in the Lawn Maintenance Specifications.
2. In general, this work consists of, but is not limited to the following:
3. Mow all lawns on the properties weekly, or as instructed by the AHA, keeping the grass no taller than 3 inches.
 - A. Complete trimming of all grass, weeds, etc., from around all buildings, trees, shrubs, flower beds, fence lines, other protruding objects, etc., in order to maintain a “well groomed” appearance of the lawn and property; raking and blowing will be required every cut.
 - B. **Removal of paper, sticks and other debris prior to cutting or trimming in order to maintain a “well groomed” appearance and to prevent shredded paper, sticks, debris, etc. THIS IS AN ABSOLUTE REQUIREMENT;** and
 - C. **The contractor may be requested to mow lawns more than once a week or less often, contingent upon weather conditions.** This will be at the discretion of the AHA only. The contractor must comply with all requests of the AHA for additional cuttings or no cuttings at all. Any questions for mow lawns should be directed to Carlos Guillen at 630 742-1428.

Interested firms or individuals must include with their proposals:

1. Letter of Interest
2. Evidence of firm’s ability to perform the specified work in a timely manner.
3. Bid quote on sheet provided.

4. List of three references of previous work; and
5. MBE/WBE/Section 3 (included in letter of interest). MBE stands for Minority Business Enterprise. WBE stands for Women’s Business Enterprise. Section 3 is a Federal Act requiring contractors to employ low-income persons from the geographic area when possible to perform work on federally funded projects.

After the proposals received are reviewed, they will be ranked in accordance with the following criteria:

Rating Criteria	Max Score
Previous Experience of the firm or individual with this type of work	30 Points
Proposed bid quote	30 Points
Reporting Plan and Capability	30 Points
MBE/WBE/Section 3 status	10 Points
Total Points Score	100 Points

After the proposals are evaluated and ranked, the recommendation for contract award will be made to the firm or individual whose proposal is most advantageous to the AHA with price and other factors considered (as specified in the RFP).

The term of the contract will be for two (2) years, with the option to extend the contract for a third year or terminated if not fulfilling contract (at the discretion of the AHA).

The AHA reserves the right to accept or reject any or all proposals received.

If you have any questions regarding this RFP or the specifications, please contact Carlos Guillen at: carlosguillen@auroraha.org to receive your proposal.

LAWN MAINTENANCE SPECIFICATIONS

I. GENERAL:

It is the intent of these specifications to establish the minimum requirements for the Lawn Maintenance of family sites, elderly sites, and scattered sites as specified herein.

This includes all work as specified in order to maintain a “well groomed” appearance of the lawn and properly in general when each cutting and trimming is completed.

A. Site Investigation

Submission of a bid shall be taken as evidence that the contractor has visited the sites of the proposed work and fully acquaint himself with the facilities, difficulties and restrictions for the execution of work as contained within these specifications.

B. Dimensions

The contractor shall verify all conditions and dimensions and be responsible for his work conforming to existing conditions. Submittal of RFP shall confirm that the contractor has conformed to this requirement.

C. Questions

Any questions arising during the bidding period concerning Technical Specifications should be directed to Carlos Guillen at: carlosguillen@auroraha.org at least seven (7) days prior to the bidding date in order that any required certifications can be in the form of a written addendum to all bidders. No changes or clarifications will be given verbally.

D. Administrative Coordinator

Contractor should contact Judy Maisonet at: judymaisonet@auroraha.org prior to commencing work to review all contract requirements and to ensure compliance with all AHA policies.

E. Project Office

Aurora Housing Authority
1449 Jericho Cr
Aurora, IL 60506
630 701-9977

F. Temporary Protection

Contractors should provide and implement safeguards to protect residents and the public where required by his work operations. The contractor should also provide and implement safeguards for all public and private property, buildings and possessions, etc....

G. Special Precautions

Work procedures shall be such as minimizing inconvenience to occupants. Trucks and/or other heavy equipment shall not be driven over unpaved areas. All existing buildings and their content, interior and exterior as well as grounds such as lawns, trees, etc., damaged by the contractor or resulting from his work shall be repaired, or damaged items replaced to the satisfaction of the AHA at the contractor's expense.

H. Quality Control

1. Contractor shall maintain on-the-site qualified personal that will conduct themselves in a professional and workmanlike manner acceptable to the AHA. Contractors and subcontractors while working at AHA owned properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
2. Quality control of materials and workmanship are the total responsibility of the contractor.

I. Insurance

Before commencing work, the contractor and each subcontractor shall furnish the AHA with certificates of insurance showing the following insurance coverage is in force and will ensure all operations under the contract.

1. Workers Compensation, in accordance with State or Territorial Workers Compensation Laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of no less than \$1 million to cover risks like third party bodily injury and property. This shall cover the use of all equipment, hoists, and vehicles on the sites not covered by Automobile Liability. If the contractor has a "claim-made" policy, then the following additional requirements apply, the policy must provide a "retroactive date" which must be on or before the execution date of the contract; and the extended reporting period may not be less than five years following the completion date of the contract.

3. Automobile Liability on owned or non-owned motor vehicles on the sites or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1 million per occurrence.
4. All insurance shall be carried on with companies which are financially responsible and admitted to do business in the State of Illinois. If any such insurance is due to expire during the job period, the contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the AHA. All certificates of Insurance, of evidence of coverage, shall provide that no coverage shall be cancelled or non-renewed by the insurance company until at least thirty days prior written notice be giving to the AHA.

J. Payout Procedures

1. Payment from the AHA to the contractor will be made after submittal, **review and approval of detailed invoices including dates of service and addresses where services were performed.**
2. Payments will generally be made within 15 days of the receipt and approval of invoices. However, the AHA reserves the right to take up to 30 days for payment to the contractor for approved invoices.

K. Federal Regulations

Contractor and his subcontractors shall comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemental in Department of Labor Regulations (41 CFR Chapter 60).

II. SCOPE OF WORK SPECIFICATIONS

1. Furnish all labor, materials, equipment, tools, incidentals, etc., to cut the lawn and trim all areas as herein specified.
2. In general, this work consists of, but is not limited to, the following:
 - a. The complete mowing of the lawn for the entire properties on a weekly basis or as directed by the AHA to maximum length of 3 inches (with sharp mower blades);
 - b. Complete trimming of all grass weeds, etc., from around all buildings, tress, shrubs, flower beds, fence lines, other protruding objects, etc., in order to maintain a "well groomed" appearance of the lawn in the properties.

- c. **Removal of all paper, sticks and other debris prior to cutting or trimming in order to maintain a “well groomed” appearance and to prevent shredded paper, sticks, debris, etc. THIS IS A REQUIREMENT;** and
- d. **The contractor may request to mow lawns more than once a week or less often, contingent upon weather conditions.** This will be at the discretion of the AHA for additional cuttings or no cutting at all. For any inquiries regarding lawn mowing services, please contact Carlos Guillen at 630-742-1428.

III. EQUIPMENT

The contractor shall include with the RFP, a list of all lawn equipment to be used for the above-mentioned work, and a list of all subcontractors the contractor proposes to use (if any).

IV. SITE LOCATIONS

GROUP I

1449 Senior Estates

1449 Jericho Circle Dr
Aurora, IL 60506

Eastwood Housing Complex

1644 Grove St
Aurora, IL 60505
(Under demolition)

Southwind Housing Complex

1200-1236 Fourth St
1201-1235 Pearl St
497-421 Melrose
Aurora, IL 60505

Indian Trail Housing Complex

401-417 E. Indian Trail
Aurora, IL 60506

GROUP II

ELDERLY SITES

Maple Terrace

905 Second Ave
904 North Ave
Aurora, IL 60505

Centennial House

1630-1640 W Plum St
Aurora, IL 60506

SCATTERED SITES

621-623, 617-619 Hammond St
Aurora, IL 60506

602-404 Grove St
Aurora, IL 60505

1300-1302 Trask
Aurora, IL 60505

1367-1369 California
Aurora, IL 60506

808 Iowa
Aurora, IL 60506

3335-3337 Allspice
Aurora, IL 60504

551 S Fourth St
Aurora, IL 60505

465 Claim St
Aurora, IL 60505

31 N Kendall St
Aurora, IL 60505

LAWN MAINTENANCE SERVICE
PRICE QUOTE SHEET

GROUP I

1449 Senior Estates: \$ _____

Eastwood: \$ (under demolition)

Southwind: \$ _____

Indian Trail: \$ _____

Total bid for GROUP I: \$ _____

GROUP II

Maple Terrace \$ _____

Centennial House \$ _____

All Scattered Houses: \$ _____

Total bid for GROUP II: \$ _____

TOTAL BID FOR BOTH GROUPS: \$ _____

Name of Firm

Name of Representative (Print or Type)

Signature of Representative Date

Address

City State Zip Code

FEIN or SS Number

Phone Number

A contractor may choose to submit a bid quote for one or both sites.

BIDDER'S CERTIFICATION

By signing below, Bidder certifies that the following statements are true and correct. He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspended, or otherwise prohibited from contracting with any Federal, State, or Local agency, Items for which Bidders were provided herein will be delivered as specified in the bid,

In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by AHA and subject to the terms and conditions of such acceptance, shall result in a contract between AHA and the undersigned Bidder,

He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid, Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of IL or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business, Bidder has not received compensation for participation in the preparation of the specifications for this RFP.

Signed: _____

Print Name: _____

Print Company Name: _____

Date: _____

Seal (if Corporation)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

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 statements, 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 application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

NOTARIZATION: (Only sign in the presence of a Notary Public)

Signature

Print Name

Title

Date

State of _____ County of _____ on this _____ day of _____ 20____,
before me appeared _____ acknowledging that he/she
has read and understands the Section 3 requirements and numerical goals set forth.

Notary Signature

Commission Expiration Notary Seal