



**REQUEST FOR PROPOSALS  
STREAMLINED RFP**

**PROJECT BASED VOUCHER PROGRAM  
PC888**

**Issue Date: March 15, 2016  
Proposals Due: Ongoing**

**Issued by:  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408**



**REQUEST FOR PROPOSALS**

**PROJECT BASED VOUCHERS  
PC888**

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# HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

## PROJECT BASED VOUCHERS

### I. AGENCY PROFILE

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

HACSB's No Child Left Unsheltered program is an initiative whose goal is to ensure there are no children living on the street in San Bernardino County. The No Child Left Unsheltered Program, provides permanent housing subsidies with supportive services to homeless unsheltered children and their families. The HACSB believe that the tragedy of homeless children on our streets must be addressed urgently. With that end in mind, the Housing Authority is seeking interest from owners in dedicating units to help support that mission by increasing the number of affordable housing options for children and families in need.

#### ***Advantages to Owners***

- Most of the "rent" guaranteed
- Paperwork assistance throughout
- Single point of contact assistance from HACSB
- 5-15 years of rent support to the unit (not the tenant) \*Note that banks usually recognize this warranty of revenue for loan purposes.
- Rent support covers up to 60 days of vacancy time per move-in/move-out.

***We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.***

### II. INTRODUCTION

The purpose of this Request for Proposals is to solicit responses from qualified companies to furnish services to the HACSB as identified in the "Scope of Work" of this request.

### III. BOARD

The powers of the HACSB are vested in its Board of Governors with specified authorization delegated to the Housing Commission. The County of San Bernardino Board of Supervisors acts in the capacity of the HACSB Board of Governors and has the final approval for all actions related to the acquisition of supplies and services.

### IV. ADMINISTRATIVE PERSONNEL

Daniel Nackerman is the Executive Director of the HACSB.

**V. SCOPE OF SERVICES**

Respondents will be expected to allocate rental units of Housing for Project Based Vouchers, as outlined in the attached Exhibit A-Scope of Work that has been provided.

**VI. RFP INSTRUCTIONS**

**a. Contact Information**

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Angie Lardapide, Procurement and Contracts Dept.  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644 ext. 6340  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)

**b. RFP Submission and Format**

By this Request for Proposal, the HACSB solicits proposals to be received on an ongoing basis until available vouchers are committed.

1. Proposals may be submitted by **e-mail or hard copy**, with the original packages submitted by mail (or hand-carried) within 5 days; containing **one (1) signed original unbound/unstapled copy**. Any general information not specifically relevant to the proposal shall be omitted or bound in a separate document. Please make sure to include the following:
2. Proposal shall be submitted to:

**Housing Authority of the County of San Bernardino  
Procurement & Contracts Department  
Attn: Angie Lardapide  
715 East Brier Drive  
San Bernardino, CA 92408-2841  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)  
Phone 909-890-0644 x6340**

Your e-mail or hard-copy response shall include the following notation on the bottom left hand corner of the proposal **Request for Proposal PC888 for Project Based Voucher Program Enclosed.** Please also include company/individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document.

3. **E-mails WILL be accepted.** The signed original proposal and copies to be received within 5 days. All proposals will become property of the HACSB upon submission.

**c. RFP Terms and Conditions**

The HACSB reserves the right to select more than one respondent (and will accept joint venture proposals), to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the HACSB's choosing.

**d. Board and Staff Communications**

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section VI. a. above be contacted during this RFP process by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions should be in writing and directed to the individuals identified in Section VI.a above.

**e. Timetable**

<u>Event</u>	<u>Date</u>
Request for Proposal Released	March 15, 2016
Due Date for Questions	Ongoing
Posting of Responses for Questions	Ongoing
Proposals Due	Ongoing
Evaluation Process/Interviews	Ongoing
Award Contract	Ongoing

If you have questions regarding this proposal, you must submit them in writing to [alardapide@hacsb.com](mailto:alardapide@hacsb.com).

Responses to all appropriately submitted questions will be posted on the HACSB website no later than 10 business days after submittal.

**The deadline for submissions in response to this Request for Information is ongoing until available vouchers are committed.** E-mail responses will be accepted for this request.

**f. Release of Information**

Information submitted in response to this RFP will not be released by the HACSB during the proposal evaluation process or prior to a contract award.

**g. Proprietary Information**

If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

**i. Term of Agreement**

Upon satisfactory completion of a successful Housing Quality Standards inspection, HACSB and the property owner will enter into a Housing Assistance Payments (HAP) contract for specified units, for a term of up to 5 years. The HAP contract establishes the initial rents for the units and describes the responsibilities of HACSB and the property owner. Rental assistance (which is based on each household's income) is provided while the units are occupied by eligible homeless families with children referred to HACSB. HAP contract renewal after the initial term may occur at the sole option of HACSB for such period (not exceeding 10 years) as HACSB determines appropriate to expand housing opportunities and to achieve long-term affordability of the assisted housing. All HAP contracts and subsequent renewals are contingent upon the future availability of appropriated HUD Funds.

**j. HACSB Reserves the Right to:**

1. Request an oral interview with, and additional information from, companies prior to final selection of a provider.
2. Consider information about a company in addition to the information submitted in the response or interview.
3. Reject any and all responses and waive any irregularities.

**VII. INFORMATION REQUESTED**

**a. Letter of Interest**

Provide a letter of interest with description of proposed units/homes and an estimate of when each unit/home might be available. The letter should be signed and submitted by the principal party authorized to contract on the organization's behalf. The letter should state the number of PBV units requested; the total number of units in the development along with number of buildings and the type of resident population.

Please be sure to include the following information in your response:

- Name of organization
- Mailing address
- Telephone numbers, fax numbers and e-mail addresses
- Principal contact person
- Executive Officer

- DBE/MBE/WBE designation if applicable
- Number of years in business
- Number of years of ownership of the development

**b. Proof of Ownership**

Provide documentation showing that you are the owner of the property that you are offering for the PBV No Child Left Unsheltered program. **(Please attach a copy of the grant deed or current closing escrow statement and current mortgage statement)**

**c. Outline of Experience in Renting and Owning**

Discuss your experience in ownership and management of rental housing units.

**VIII. RFP REVIEW**

At a HACSB meeting, scheduled after such review, some of the companies that have responded may be asked to be available for interviews. If so, those companies will be given not less than three (3) business days notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

**IX. SELECTION CRITERIA**

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

**Selection Factors:**

1. Firm’s ability to perform the work, and readiness to provide units for PBV program to homeless children and their families. **(65 Points)**
2. Past performance in terms of experience of the owner or manager with HUD Housing Choice Voucher program rental units. **(15 Points)**
3. Location and appropriateness of apartments/property. **(20 Points)**
4. Non debarment statement. (Mandatory)

**X. RFP REQUIREMENTS AND CONDITIONS**

**Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

### **Cost of the Proposal**

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by the HACSB. Proposers shall not include any such expenses as part of their proposals.

### **Submission Requirements**

Forms included within this Request for Proposal must be included with proposal. HUD form 5369-B and 5369-C. Failure to submit mandatory forms could result in rejection of the company's proposal.

### **Clarification to Proposals**

The HACSB reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.

### **Cancellation of the RFP**

The HACSB reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACSB. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

### **Collusion**

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

### **Contacts**

All questions concerning the RFP shall be directed to **Angie Lardapide** whose contact information is provided above. To avoid all appearances of impropriety proposer should only contact the above referenced staff person and should not attempt to contact any HACSB Commissioner or the Executive Director. No oral request for clarification or information will be accepted. All such requests must be in writing via email. Submissions will be accepted on an ongoing basis. All questions and clarifications shall be answered in written addendum(s), to be issued no later than **ten business days following submission** to all respondents who have been duly recorded as having received a copy in the HACSB's RFP distribution log.

### **Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section VI, a. of this RFP,

and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Contracting Officer within two business days after being notified in writing of HACSB’s decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

The decision of the HACSB shall be final and binding upon all parties.

## **XI. CONTRACT CONDITIONS**

### **Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

### **Law of the State of California**

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

**EXHIBIT A**  
**PROJECT BASED VOUCHERS-No Child Left Unsheltered**  
**Scope of Work**

**Purpose**

The Housing Authority of the County of San Bernardino (HACSB) invites property owners and/or developers of property located in the County of San Bernardino to submit a written proposal demonstrating their desire and intent, qualifications and interest in securing Project Based Vouchers (PBV) that will serve homeless families with children.

HACSB has set aside up to 40 Project Based Vouchers for owners to designate their rental units or homes to be available to previously homeless families with children. The apartment units or homes can be located anywhere in the County of San Bernardino and do not have to be contiguous on one site. Note: Two or three (2 or 3) bedroom units are preferred.

HACSB will offer owners of selected quality affordable housing an allocation of vouchers that can be attached to designated units of their rental housing. Owners will gain the benefit of a multi-year contract with HACSB ensuring a Section 8 approved rent for their properties for an extended period. Eligible previously families with children who are extremely low-income (households at 50% Area Median Income or below) will gain the benefit of quality affordable housing combined with supportive services.

The Project-Based Voucher (PBV) Program regulations are set forth in the Code of Federal Regulations, Title 24, Part 983. A copy of these regulations is available via the following website at [www.ecfr.gov](http://www.ecfr.gov).

**Advantages to Owners:**

- Most of the “rent” guaranteed
- Paperwork assistance throughout
- Single point of contact assistance from HACSB
- 5-15 years of rent support *to the unit* (not the tenant)  
    Note: that banks usually recognize this warranty of revenue for loan purposes.
- Rent support covers up to 60 days of vacancy time per move-in/move-out.
- Up to 110% of Fair Market Rents (FMR) if property compares well to market

**Description of Typical Tenant:**

- Local team finds applicants
- Thorough crime background screening provided by HACSB
- If services are needed by resident others provide this at no charge to owner/landlord
- Owner/landlord can deny applicant utilizing their own (legal) screening criteria
- Owner/landlord will have one point of contact for any tenant issue

***HACSB is committed to high customer service and as landlord/developer you are our customer and will receive full assistance in responding to this RPP - and in helping house those who served.***

**EXHIBIT B**  
**Contact Information Form**

To: Angie Lardapide, Procurement and Contracts Dept.  
(909) 890-0644 Ext 6340, (909) 890-4618 Fax, e-mail  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)

This is to acknowledge that we are in receipt of your RFP #PC888 Project Based Voucher Program – No Child Left Unsheltered and have noted our intention to bid.

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

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I PLAN TO SUBMIT A BID.**

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact HACSB-information listed above)

**NO BID.** Indicate *any* of the following. We:

- Do NOT desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:
  - Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Do not regularly provide this type of product/service
  - Other, Explain: \_\_\_\_\_
  - Please update my information as listed above.

**HOW YOU FOUND OUT ABOUT THE BID.** Indicate *any* of the following. We:

- Checked the agency website
- Received notice by fax or e-mail
- Newspaper Ad, please list paper: \_\_\_\_\_
- Trade Publication, please list: \_\_\_\_\_
- Plan Room, please list: \_\_\_\_\_
- Other, Explain: \_\_\_\_\_

**EXHIBIT C  
PROPOSAL FORM**

Proposal: **Project Based Voucher Program PC888**

Vendor Name: \_\_\_\_\_

To: The Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the scope of work in accordance therewith, for the sum of:

**ATTACH YOUR LETTER OF INTENT, OWNERSHIP DOCUMENTATION, AND EXPERIENCE IN OWNERSHIP STATEMENT, ALONG WITH ANY OTHER MATERIAL YOU WISH US TO CONSIDER-TO THIS DOCUMENT, SIGN AND RETURN**

2. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By)

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

\_\_\_\_\_  
(Telephone Number)

**Exhibit D**  
**Description of PBV Program**

Upon satisfactory completion of a successful Housing Quality Standards inspection, HACSB and the property owner will enter into a Housing Assistance Payments (HAP) contract for specified units, for a term of 5 years, but not to exceed 15 years. The HAP contract establishes the initial rents for the units and describes the responsibilities of HACSB and the property owner. Rental assistance (which is based on each household's income) is provided while the units are occupied by eligible homeless families with children. HAP contract renewal after the initial term may occur at the sole option of HACSB for such period (not exceeding 10 years) as HACSB determines appropriate to expand housing opportunities and to achieve long-term affordability of the assisted housing. All HAP contracts and subsequent renewals are contingent upon the future availability of appropriated HUD Funds.

HUD-established Housing Quality Standards (HQS) specifications are described in the Code of Federal Regulations, Chapter 24, Section 982.401. All PBV assisted units must meet HQS and other requirements before rental assistance can commence.

**Occupancy and Vacancy of PBV Units**

Project-based units must be leased to families eligible for Section 8 assistance for the term of the HAP contract. Vacancies will be filled using direct referrals from the Housing Authority.

**Ineligible Units**

Certain special housing types are NOT eligible for PBV assistance. These include transitional housing, owner-occupied units, shared housing, public housing, Section 202 Housing, Section 236 housing (exception made for units subsidized with Section 236 interest reduction payments). **Please see 24 CFR 983.53 and 24 CFR 983.54 for a complete list of ineligible properties.**

**Rent Limits**

The gross rent (including utility allowance) may not exceed the Housing Authority's Local Payment Standards (refer to landlords section of website at [www.hacsb.com](http://www.hacsb.com)), for both initial rent and annual adjustments and must be rent reasonable in relation to rents charged in the private market for comparable unassisted units. The agreed gross rent will be determined based on approval of an award.

**Federal Requirements**

Certain other Federal requirements also apply to PBV assistance, including, but not limited to:

1. Fair Housing. Nondiscrimination and equal opportunity. See 24 CFR 5.105(a), 24 CFR 983.8 and section 504 of the Rehabilitation Act.
2. Environmental Review. See 24 CFR parts 50 and 58 and 24 CFR Section 983.58
3. Debarment. Prohibition on use of debarred, suspended, or ineligible contractors. See 24 CFR 5.105(c) and 2 CFR Part 2424.
4. Labor Standards. Regulations implementing the Davis-Bacon Act, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 29 CFR part 5, and other federal laws and

regulations pertaining to labor standards applicable to an Agreement to enter into HAP contract covering nine or more assisted units.

5. Uniform Relocation Act. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and rental Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24. See 24 CFR Section 983.7.

6. See 24 CFR Section 983.4 for a comprehensive list of applicable Federal requirements.

**Exhibit E**  
**HUD Forms 5369B and 5369C**

# 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:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans       Asian Pacific Americans
- Hispanic Americans       Asian Indian Americans
- Native Americans       Hasidic Jewish Americans

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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