

# Victoria Housing Authority

4001 Halsey St. Victoria, TX 77901

Public Housing (361) 575-3682    Housing Choice Voucher (361) 575-5581    Fax (361) 580-3615

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## **REQUEST FOR PROPOSAL**

**RFP 2024-006**

**FOR**

## **HOUSING AUTHORITY OF THE CITY OF VICTORIA (HACV)**

## **PHYSICAL NEEDS ASSESSMENT OF PUBLIC HOUSING UNITS**

**Prepared by:**

Procurement Office of the  
Housing Authority of the City of Victoria

4001 Halsey Street

Victoria TX 77901

(361) 575-3682



Request for Proposals (RFP) 2024-0003

PNA for Public Housing Units

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## Request for Proposals (RFP) 2024-0003

### PNA for Public Housing Units

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**Request for Proposals  
For A  
Physical Needs Assessment of  
Housing Authority of the City of  
Victoria (HACV)  
Public Housing Units  
(RFP-2024-0003)**

Housing Authority of the City of Victoria (HACV) will accept competitive sealed proposals for a qualified firm to conduct a Physical Needs Assessment (PNA) for all of its conventional public housing sites. The PNA must be conducted in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD) for Section 18 demolition and/or disposition. Additionally, respondents must be familiar with City of Victoria building codes, as well as applicable HUD regulations.

Responses to this Request for Proposals (“RFP”) may be delivered to Candice Clay, HACV Procurement Department, 4001 Halsey Street, Victoria TX 77901.

Requirements for submission of a proposal in response to this RFP may be downloaded from HACV’s website [www.victoriahousing.org/rfp-2024-006-physical-needs-assessment](http://www.victoriahousing.org/rfp-2024-006-physical-needs-assessment) beginning Monday, May 6, 2024

Response to this RFP must be submitted to HACV Procurement Department at 4001 Halsey Street, Victoria TX 77901 by 4:00 p.m. C.D.T. on Monday, June 3, 2024 via U.S. Mail or Overnight Delivery. Hand delivery or facsimile transmission will not be accepted.

All sealed responses to this RFP must be received in the Procurement Department by the specified time. Any Proposals received after 4:00 p.m., on Monday, June 3, 2024 will be rejected.

HACV RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS OR TO WAIVE ANY INFORMALITIES IN THE PROPOSALS. HACV WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, FAMILIAL STATUS, OR AGE. EQUAL HOUSING OPPORTUNITY.



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#### CONTACT AND SUBMITTAL INFORMATION CONTACT PERSON

Candice Clay, Procurement Officer

#### HACV CONTACT INFORMATION

[cclay@victoriahousing.org](mailto:cclay@victoriahousing.org)  
361-575-5862 x341

#### PROPOSAL SUBMITTAL DEADLINE

4:00 pm on June 3, 2024

#### PROPOSAL SUBMITTAL

The information submitted must be labeled **HACV Public Housing Physical Needs Assessment** and be submitted by mail at the following address:

Mail:

Housing Authority of the City of Victoria  
HACV PNA for Public Housing Units  
Candice Clay, Procurement Officer  
4001 Halsey Street  
Victoria, TX 77901

### HACV'S RESERVATION OF RIGHTS

- a. The HACV reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HACV to be in its best interest.
- b. The HACV reserves the right not to award a contract pursuant to this RFP.
- c. The HACV reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days of written notice to the successful proposer(s).
- d. The HACV reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the HACV Executive Director (ED).
- e. The HACV reserves the right to negotiate the fees proposed by the proposer entity.
- f. The HACV reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- g. The HACV has no obligation to compensate any proposer for any costs incurred in responding to this RFP.



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### 1.0 INTRODUCTION

Housing Authority of the City of Victoria (HACV) requests sealed proposals from qualified and experienced firms capable and ready to enter into a contractual agreement to provide a Physical Needs Assessment (PNA) for its conventional public housing units. The PNA must be conducted in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD) including 24 CFR 970 and HUD Notice PIH 2021-07(HA), specifically as required for submission to the HUD Special Application Center (SAC) of a request for demolition and/or disposition of public housing. Familiarity with building code requirements for the City of Victoria and other applicable HUD regulations is also desired.

HACV is currently considering an asset repositioning strategy that may include demolition and/or disposition of some of its public housing sites. In connection with this proposed strategy, HACV desires to engage a consulting firm to work with the Authority to prepare a physical needs assessment to meet HUD requirements and to continue to be engaged with the Authority as needed throughout the HUD approval process.

### 2.0 SCOPE OF SERVICES:

The selected Contractor will work with HACV's Capital Programs Department staff to complete a physical needs assessment for nine (9) of HACV's properties, total of 321 units, to determine the immediate repair needs of the units to establish obsolescence for the purposes of a potential Section 18 demolition and/or disposition application to HUD. The nine sites are listed below.

Site	Address	Number of Units
Crestwood	1410 E Crestwood	102
Mary Krenzler Villa	4101 Halsey Street	30
Fillmore	802 Fillmore Street	24
Leary Lane	2309 Lear Lane	36
Lova I	1609 Lova Drive	26
Lova II	1801 Lova Drive	28
Lova III	1805 Lova Drive	17
Griffith Terrace	1008 S East Street	30
Anna Blackley	1000 S Depot Street	28



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#### The PNA will consist of the following:

1. Provide an assessment of the physical needs and costs for improvements of each housing development as described in Notice PIH 2021-07(HA) including a completed form HUD- 52860-B for each site.
2. Prior to any on-site visit, request and receive information necessary to assist with the assessment of the property, including building plans, recent repairs and improvements, and previous studies.
3. Perform walk-through inspections of each development to ascertain the condition of the property; immediate critical and non-critical needs; code compliance; expected repair, replacement, and major maintenance needs; and total estimated cost to complete such items.
4. Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead, ADA requirements, and imminent health and/or safety issues.
5. Identify energy conservation measures to incorporate into Physical Needs Assessment.
6. Detailed quantity and cost estimates to accomplish each work item, a total for each development site.
7. Other tasks as necessary and as requested by HACV.

#### Post-Site Visit Interview

Prior to preparation of the draft report, the contractor will meet with executive/procurement staff to discuss their initial findings. The draft form HUD-52860-B should be completed and forwarded to HACV prior to this call. The contractor will take into consideration input and comments from the Capital Programs staff members to prepare the draft report.

#### Report Preparation

Following the post-site visit meeting, the contractor will prepare a detailed report containing the results of on-site inspections and review of other documents as described in HUD Notice PIH-2021- 07(HA) and the form HUD-52860-B. General descriptions with general costs are unacceptable. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems. The reports should focus on the immediate (i.e., 3 year) repairs necessary for the housing



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development as required by HUD for the anticipated Section 18 demolition and/or disposition request.

HACV staff will review the draft report and provided comments as necessary. Thereafter, the contractor may complete the final report.

Contractor is anticipated to continue to work with HACV to respond to any comments received from HUD following submission of the proposed demolition and/disposition applications.

#### **Nature of HACV Staff Contributions**

HACV staff will be available throughout the course of the work to furnish support and direction. In general, local staff will be available to assist the contractor in the following types of activities:

- Serve as the sole point of contact for the firm in conducting the work.
- Provide overall work management and guidance concerning the execution of the scope of work, work products, contractual considerations, budget, and day-to-day process concerns.
- Provide property information as requested by the contractor, subject to availability.
- Notify residents and management personnel of the dates and requirements of the inspection.
- Provide appropriate staff personnel to escort the contractor's inspectors on the scheduled dates and times.
- Strategize with the firm on policy and substantiate plan recommendations and approaches.

#### **Participation by Minority and Women-Owned Businesses**

It is the policy and practice of HACV to maximize the meaningful participation of minority and women owned businesses in the procurement of goods and services. HACV strongly encourages all Proposers to develop creative responses to this RFP which make use of joint ventures, partnerships, and other "team" approaches to the delivery of the services being offered in this RFP. HACV places a high value on the Proposer's approach to maximizing the meaningful participation of women and minority businesses. The proposal should explain in detail how any proposed team approach, partnership, and/or joint venture will be structured, what the proposed distribution of work and fee will be, and what the specific roles and work tasks of each partner will be. HACV reserves the right to require documentation supporting claimed minority and/or women-owned business enterprise status.



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### 3.0 SECTION 3 BUSINESS OPPORTUNITY

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.

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

### 4.0 QUALIFICATIONS / PROPOSAL SUBMISSION PROCEDURES

In connection with this RFP, interested Firms must submit an original and two (2) copies as well as one electronic copy on a Flash Drive. The electronic copy should provide all requested documentation in a single PDF file. At a minimum the response document shall contain all the information requested in this RFP. Proposals shall be submitted no later than 4:00 p.m., Monday, June 3, 2024 to:

Housing Authority of the City of Victoria (HACV)  
Procurement Department  
Attention: Candice Clay  
4001 Halsey Street  
Victoria, TX 77901

Any proposal received after the specified date and time will not be considered and will be returned unopened to the respective firms. All proposals must be submitted at the office of HACV on or before the above-specified date and time. Sealed Proposals must be submitted to HACV Procurement Department at 4001 Halsey Street, Victoria TX 77901 by 4:00 p.m. Monday, June 3, 2024 via U.S. Mail or Overnight Delivery. Hand delivery or facsimile transmission will not be accepted. If you choose to mail your proposal, it must arrive by the specified date and time, regardless of the postmark date. There will be no exceptions.

#### Questions

Questions regarding this RFP may be forwarded to Candice Clay, Procurement Department, at [cclay@victoriahousing.org](mailto:cclay@victoriahousing.org). The deadline for receipt of questions is 4:00 p.m., Thursday, May 23, 2024. Questions received after this date and time





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will not be considered. Answers to all timely received questions will be posted on the Housing Agency Marketplace website no later than Friday, May 24, 2024. Only questions answered in writing by HACV will be binding.

#### Evaluation Process

A selection committee will review the proposals in accordance with this RFP. The selection committee may at its discretion request oral interviews with the qualified firms to discuss specific aspects of their qualifications and proposals.

#### 5.0 QUALIFICATION / PROPOSAL REQUIREMENTS

Respondents to this RFP should possess the following qualifications:

1. Be professionally experienced in preparing and providing PNAs for public housing authorities that meet the HUD requirements for a Section 18 demolition and/or disposition approval request.
2. At least 4 years of experience performing physical property inspections and cost estimations for PHAs; demonstrated knowledge of applicable multifamily building standards and codes; demonstrated knowledge of energy-efficiency practices; and a working knowledge of commonly used computer technology (MS Excel, Access, etc.).
3. Must have required licenses.
4. Have training and experience to evaluate building systems, health, and safety conditions, and physical and structural conditions, and to provide cost estimates for maintaining, rehabilitating, or improving deficiencies, using both traditional and Green principles. Must also have environmental expertise, as inspection will include environmental issues.
5. Have acceptably completed written evaluation reports for similar types of multifamily rental housing projects in similar physical condition and age in the subject market or in similar areas, preferably including two (2) or more buildings that were receiving public housing assistance when the report was prepared.
6. Have an acceptable record of performance with HUD. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.

#### Proposal Format:

Interested firms should submit the following information for consideration:



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Each submitted response should be prepared in the order below and provide all the information requested. Please consider the evaluation criteria when completing the response.

1. Letter of interest that demonstrates the Respondent's understanding of the Scope of Work. The letter of interest should also include a brief summary of the respondent's experience and qualifications.
2. Relevant Experience and Past Performance
  - a. Identify similar or related work that has been completed or is currently active. For each project provide the following:
    - i. Project name;
    - ii. Client name;
    - iii. Description of the project including the size of the project and funding sources; and
    - iv. Detailed description of the services performed by the Respondent.
  - b. Identify past experience in performing work for large public housing authorities, particularly Section 18 demolition and/or disposition requests. Provide a list of all work completed in the past five years as relates to this RFP.
  - c. Describe past performance in terms of cost control, quality of work, and compliance with performance schedules.
  - d. Demonstrate ability to produce work that is well regarded in the industry in terms of content, timeliness, and responsiveness.
  - e. Demonstrate Respondent's familiarity and experience with Federal, State, and local laws, regulations, and codes that the Respondent believes may be pertinent or applicable to this assignment.
  - f. If the Respondent is a joint venture or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations.
3. Staffing and Qualifications
  - a. Provide information regarding staff experience and qualifications that demonstrates the Respondent's capacity to perform the required services.
  - b. Identify all key personnel, specialists, and consultants who will perform the work required by the contract potentially resulting from this RFP. Identify their specific role in the provision of the required services and include



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resumes for each of these individuals. In addition to the education, career, and achievement information typically included in a resume, include the particular relevant experience of the individual as it relates to their proposed role in any contract potentially resulting from this RFP. Include evidence of required licenses and certifications, as applicable, held by the Respondent, its principals, and/or key staff.

#### 4. References

Provide a list of five or more clients where similar services have been provided and the work is ongoing or has been completed within the last five years. This list should include the name and title of the contact person, with address, telephone number, email address, and fax number.

#### 5. Fee Proposal

Include a fee proposal and schedule that identifies the reasonable fees for the requested work as described in the Scope of Services. The fee schedule shall include all professional services and all administrative costs.

#### 6. Completed and executed forms and certifications included in Attachment B. Please note, all forms must be completed, executed and submitted with the response package.

#### 7. Contract Clauses: The HACV will provide an industry standard contract. The proposer should identify any specific clauses or language that the proposer is not willing to accept and abide by.

### 6.0 REQUESTS FOR INFORMATION

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to Candice Clay, Procurement Department, only. Proposers must not make inquiry or communicate with any other HACV staff member or official pertaining to this RFP. Failure to abide by this requirement may be cause for the HACV to not consider a proposal submittal received from any proposer who has not abided by this directive.

### 7.0 PROPOSAL EVALUATION

Proposals will be evaluated using the following criteria as a measure of the respondents' ability to successfully complete the project scope of work. Cost will not be the sole basis for selection, since it is in HACV's best interest to retain a firm/team that has significant professional credentials and a most comprehensive approach to completing the assignment. Each submittal will be assessed generally using the following evaluation criteria:



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<b>MAX POINT VALUE</b>	<b>FACTOR DESCRIPTION</b>
<b>45 points</b>	<p><b>Experience and Qualifications as evidenced by:</b></p> <ul style="list-style-type: none"> <li>• Company (or companies) background and history</li> <li>• Relevant experience with other projects; List of specific similar projects comparable to the study requested by HACV</li> <li>• Client references</li> <li>• Ability to meet the qualifications listed in Part IV above</li> <li>• Experience working with Public Housing Agency Programs, particularly Section 18 demolition and/or disposition requests</li> <li>• Knowledge of HUD requirements for meeting the Section 18 demolition and/or disposition requirements for obsolescence</li> <li>• Responsiveness to RFP scope of work</li> </ul>
<b>20 points</b>	<p><b>Capability to provide professional services as evidenced by:</b></p> <ul style="list-style-type: none"> <li>• Appropriateness of personnel proposed</li> <li>• Description of organization's staff, certifications, and experience in HUD programs, previous PHA technical assistance, and physical needs assessment projects</li> <li>• Organizational approach to project management including workflow, reporting and quality assurance procedures</li> <li>• Relevant experience with other projects</li> </ul>
<b>15 points</b>	<p><b>Ability to successfully complete the project as evidenced by:</b></p> <ul style="list-style-type: none"> <li>• Understanding of task sequencing and major milestone events</li> <li>• Adequacy of resources</li> <li>• Ability to complete work on a timely basis and meet deadlines</li> </ul>
<b>10 points</b>	<p><b>Response Characteristics</b></p> <ul style="list-style-type: none"> <li>• Adherence to the required format</li> <li>• Completeness of submittal</li> </ul>
<b>10 points</b>	Cost to provide services.
<b>100 points</b>	<b>Total Points</b>



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#### Evaluation Method:

- a. **Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements).
- b. **Evaluation Committee:** The HACV anticipates that it will select a committee to evaluate each of the responsive proposals submitted in response to this RFP.
- c. **Evaluation:** The appointed evaluation committee will evaluate award points subjectively pertaining to evaluation factors.
- d. **Potential “Best and Finals” Negotiations:** The HACV reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

#### 8.0 RECEIPT AND OPENING OF PROPOSALS

In connection with this RFP, interested Firms must submit an original and two (2) copies as well as one electronic copy on a Flash Drive. The electronic copy should provide all requested documentation in a single PDF file. At a minimum the response document shall contain all the information requested in this RFP.

Proposals shall be submitted no later than **4:00 p.m., Monday, June 3, 2024 to:**

**\*Proposals received prior to the due date will be securely kept, unopened. No proposal will be received after the designated time and date.**

Should HACV close earlier than normal hours due to uncontrolled events, such as weather, proposals will be accepted by 4:30 pm on the next business day of HACV.

At the designated time and date, HACV will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the designated Evaluation Committee for review.

#### 9.0 GENERAL CONDITIONS OF THE RFP

##### General Conditions

1. HACV reserves the right to accept or reject any and all Qualifications / Proposals submitted, either in whole or in part, with or without cause; to waive any informalities of any Proposal; to cancel this RFP; and, to make the award in the interest of HACV.
2. HACV reserves the right to request additional information, if needed, from prospective contractors.
3. In the event that it becomes necessary for HACV to revise any part of this RFP, revisions will be provided to all prospective contractors who picked up



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- or were delivered the initial RFP, providing a name, address, telephone number, fax number, and e-mail address have been provided to HACV.
4. All Proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless confidential and / or proprietary information is submitted under separate cover and is clearly designated as such.
  5. The Proposer shall provide a presentation and attend a pre-selection interview if requested to do so by HACV.
  6. The Proposer affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
  7. The Proposer affirms that its Proposal is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose, and is in all respects fair and without collusion or fraud.
  8. HACV may award one or more contracts for services under this RFP.
  9. The Proposer has carefully read the provisions, terms, and conditions of the proposal document and does hereby agree to be bound thereby.
  10. HACV retains the right to negotiate with the selected firm.
  11. The Respondent must meet HACV's insurance and indemnification requirements set forth herein below.

#### 10.0 CONTRACT AWARD

The following provisions are considered mandatory conditions of any contract aware made by the HACV pursuant to this RFP:

**Contract Conditions/Form:** The HACV will provide an industry standard contract to the successful proposer bidder for execution (a copy is available upon request). By submitting a proposal, the successful proposer agrees to execute the HACV's contract unless the proposer submits information pursuant to section 4.0 #7 above. The HACV will, during the RFP competitive initial competitive selection process, consider any contract clauses or language that the proposer wishes to include or exclude as detailed in the RFP submission. If the HACV declines to include or exclude such clauses or language, and if the prospective proposer is not willing to abide by the HACV's response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.



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**Insurance Requirements:** Proposer must meet the HACV's insurance requirements upon award of contract.

**A. Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

1. An original certificate evidencing the proposer's current industrial (workers compensation) insurance carrier and coverage amount, in accordance with Texas laws.
2. An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Victoria Housing Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
3. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000.
4. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000.
5. Certification of non-debarment.

**Contract Service Standards:** It is the responsibility of the successful proposer to ensure that all work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, regulations, and laws.



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#### ATTACHMENT A

- a) INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION HUD-5369-B
- b) CERTIFICATION AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION CONTRACT HUD-5369-C
- c) GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS HUD-5370-C Section I





# Instructions to Offerors Non-Construction

## 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 counter offer 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:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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/offerors 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> 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.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

**General Conditions for Non-Constructions**

**Contracts Sections I—( With or  
Without Maintenance Work)**

Microsoft Word - HUD 5370-C1 burden statement  
and accessibility pg 6 3 19 2020.docx

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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 this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### 20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### 22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

**ATTACHMENT B**

FORMS

- a) BUSINESS REFERENCES
- b) NON-COLLUSIVE AFFIDAVIT
- c) PROFILE OF FIRM
- d) MINORITY BUSINESS STATUS
- e) SECTION 3 PROGRAM CERTIFICATION
- f) EQUAL EMPLOYMENT OPPORTUNITY
- g) HUD FORM 50071

### BUSINESS REFERENCES

Please Provide a Minimum of Five (5) Business References:

(1) **Company Name:** \_\_\_\_\_

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

City, State, and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

(2) **Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

(3) **Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

(4) **Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

(5) **Company Name:** \_\_\_\_\_

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

City, State, and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Request for Proposals (RFP) 2024-0003

PNA for Public Housing Units

**AFFIDAVIT**

(Prime Bidder)

STATE OF TEXAS} COUNTY  
OF VICTORIA}

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

That he/she is \_\_\_\_\_  
(a partner or officer of the firm, corp., of, etc.)

The party making the foregoing proposal or bid and attests to the following:

- (1) that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) that no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against HACV, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Signature \*)

\*(Bidder if the bidder is an individual; all partners if the bidder is a partnership; Officer if the bidder is a corporation)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

Seal/Stamp

\_\_\_\_\_  
(Notary Public's Signature) My

Commission expires: \_\_\_\_\_

Request for Proposals (RFP) 2024-0003

PNA for Public Housing Units

PROFILE OF FIRM FORM

- (1) Name of Firm: \_\_\_\_\_
- (2) Contact Person: \_\_\_\_\_
- (3) Address: \_\_\_\_\_
- (4) City, State, Zip: \_\_\_\_\_
- (5) Telephone: \_\_\_\_\_
- (6) Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(7) Please include the following information:

- a. Tax ID Number: \_\_\_\_\_
- b. Year firm established: \_\_\_\_\_
- c. Year firm established in Dallas/Fort Worth: \_\_\_\_\_
- d. Former name of firm and year established (if applicable); \_\_\_\_\_  
\_\_\_\_\_
- e. Name of parent company and date of acquisition (if applicable); \_\_\_\_\_  
\_\_\_\_\_

(8) Identify Principals/Partners in firm:

NAME	TITLE	% OF OWNERSHIP

(9) Identify the individuals that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

(10) **Debarred Statement:** Has this firm, or any of its principal(s), ever been debarred from providing any services to the Federal Government (including, but not limited to HUD), any state government, the State of Texas, or any local government agency within or without the State of Texas?

Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, please attach a full detailed explanation, including dates, circumstances and current status.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



# Request for Proposals (RFP) 2024-0003

## PNA for Public Housing Units

### MINORITY BUSINESS ENTERPRISES (MBE), WOMAN-OWNED BUSINESS ENTERPRISES (WBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND/OR SECTION 3 BUSINESS CONCERN STATUS

It is the intent of HACV to assure that Minority Business Enterprises (MBE), Women-Owned Business Enterprises, Historically Underutilized Businesses (HUBs) and Section 3 Business Concerns have an equal opportunity to participate in HACV's purchasing and contracting activities.

- A. The offeror has represented as part of its offer that it  is  is not a **Minority-Owned Business**, which 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, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

Please indicate which minority group you qualify under:  **Black or African American**;  **Hispanic American**;  **Asian Pacific American**;  **Hasidic Jewish American**;  **Asian Indian American**;  **Native American**; or,  **other (specify)** \_\_\_\_\_.

- B. The offeror has represented as part of its offer that it  is  is not a **Woman-Owned Business/Enterprise (WBE)**, which is defined as a business which is at least 51 percent owned by one or more women; or, in the case of a publicly owned business, one in which at least 51 percent of its voting stock is owned by one or more women, and whose management and daily business operations are controlled by one or more such individuals.

- C. The offeror has represented as part of its offer that it  is  is not an **Historically Underutilized Business (HUB)** as defined in Vernon's Texas Codes Annotated, Government Code, §2161.001 as an entity with its principal place of business in this state (Texas) that is: (a) a corporation formed for the purpose of making a profit in which 51% or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (b) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person; (c) a partnership formed for the purpose of making a profit in which 51% or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (d) a joint venture in which each entity in the venture is a Historically Underutilized Business, as determined under another paragraph of this subdivision; or, (e) a supplier contract between a Historically Underutilized Business as determined under another paragraph of this subdivision and a prime contractor under which the Historically Underutilized Business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

- D. The offeror has represented as part of its offer that it  is  is not a **Section 3 Business Concern** is defined in 24 CFR, Section 135 as a business (a) that is 51 percent or more owned by section 3 residents; or (b) whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "section 3 business concern."

If you have been certified by the North Central Texas Regional Certification Center (minority- or women-owned business certification only), DFW Minority Business Development Council (minority- or women-owned business certification only), the Texas Building and Procurement Commission (minority- and women-owned business and HUB certification only) and/or HACV (Section 3 business certification only) please attach a copy of the Certification(s).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
COMPANY NAME (Offeror)

\_\_\_\_\_  
DATE

# Request for Proposals (RFP) 2024-0003

## PNA for Public Housing Units

### HACV SECTION 3 PROGRAM CERTIFICATION OF EFFORTS TO COMPLY WITH EMPLOYMENT & TRAINING PROVISIONS OF SECTION 3

The proposer represents and certifies as part of its proposal/offer that it:

- قأ Is a Section 3 Business concern A Section 3 Business concern means a business concern:
1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

- قأ Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

#### **EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**

(Check ALL that apply)

- قأ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses, which may solicit, bids for a portion of the work.
- قأ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- قأ By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
- قأ By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
- قأ By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- قأ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.
- قأ By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- قأ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- قأ By developing and using a list of eligible Section 3 business concerns
- قأ By actively supporting and undertaking joint ventures with Section 3 businesses

#### **EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS**

- قأ By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- قأ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
- قأ By advertising employment and training positions to dwelling units occupied by Section 3 residents
- قأ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- قأ By arranging interviews and conducting interviews on the job site
- قأ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF THE OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

**PNA for Public Housing Units**

**EQUAL EMPLOYMENT OPPORTUNITY - EMPLOYER INFORMATION REPORT**

Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE							
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE			
Officials and Managers														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Craft Workers (Skilled)														
Operatives (Semi-Skilled)														
Laborers														
Service Workers														
TOTAL														

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

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)