

# REQUEST FOR PROPOSALS

## for Relocation Services

### Colonel Eugene B. Floyd Apartments, Brookline Massachusetts



Event	Date	Time
RFP Available	September 21, 2020	10:00 am
Respondent Q&A Session 1 <a href="https://zoom.us/j/3199554976">https://zoom.us/j/3199554976</a>	September 29, 2020	1:00 pm
Question/Clarifications deadline	September 30, 2020	4:00 pm
Final Addendum Issuance	October 2, 2020	5:00 pm
Proposal Submission Deadline, Electronic Submission to: <a href="mailto:mmaffei@brooklinehousing.org">mmaffei@brooklinehousing.org</a>	October 9, 2020	4:00 pm

Brookline Housing Authority  
90 Longwood Avenue  
Brookline MA, 02446

September 21<sup>st</sup>, 2020

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## **1. Background**

The Brookline Housing Authority ('BHA') is a high-performing public housing agency that owns and operates 399 units of federally funded public housing, 394 units of state funded public housing and 231 units of LIHTC housing, configured in ten (10) developments situated throughout Brookline. It also operates a 900+ unit Section 8 voucher program and provides extensive social service programming. Five years ago, the BHA completed the first major new construction of affordable housing in Brookline in more than 30 years, on-time and on-budget. It is currently undertaking substantial renovations at two of its Elderly/Disabled properties after successfully converting them from Public Housing to Section 8 housing under the RAD program. Each was financed through an LIHTC partnership in which BHA is the managing member.

The BHA has a development team in place on its current renovation projects and expects to use a similarly constituted team for the redevelopment of Col. Floyd Apartments. The team includes as local counsel the Law Office of Robert Allen, as borrower's counsel Nolan Sheehan Patten LLP and as Owner's Project Manager for the design and construction of the project Garrett Anderson. Garrett served as Deputy Director of the Planning and Development Department for Cambridge Housing Authority from 2013 to 2018, and will provide oversight through the bidding, award, and execution of the construction contract. The BHA expects to recommend a Design Team to its Board of Commissions at its September meeting, hopes to bring a recommendation for a Development Consultant to its October meeting and intends to bring a recommendation for a Relocation Specialist to its November meeting.

The Colonel Floyd Apartments is in a desirable location in the Coolidge Corner neighborhood of Brookline. However, the programming and layout of the existing 60 unit development is inadequate and undesirable. The Town is infusing the Brookline Housing Authority with a significant amount of capital that BHA intends to leverage into commercial debt and tax credit equity to demolish the existing buildings and construct approximately 100 Elderly/Disabled units in a single building on the parcel. The BHA is committed to maximizing the number of affordable units on the site in a single mid-rise building and while current financial modeling is based on a 100 unit building, the unit count may be increased if it is feasible to build more units on the site.

The BHA will be the sole developer and is issuing this Request for Proposals ('RFP') for a Relocation Consultant ('Consultant') to provide the Scope of Work described in Section 2 below ('Scope') to work closely with the development team under the direction of the BHA's Director of Redevelopment, Maria T. Maffei, to plan and execute a strategy for temporary relocation and return of residents of the property. It is likely that residents will have to be relocated off-site and that the BHA will be limited in its capacity to provide temporary housing within its developments. The development team will explore the possibility of phased construction as a means of reducing the number of off-site relocations.

As this will be a multiyear effort, BHA seeks a Relocation consultant with the capacity to begin work immediately and continue through until all residents are returned to Col. Floyd Apartments. The following table shows the projected timeline of the project. It is not determinative of the overall project activities and will be adjusted as necessary in furtherance of the project.

Scope of Work	20-Sep	Q4/ 20	Q1/ 21	Q2/ 21	Q3/ 21	Q4/ 21	Q1/ 22	Q2/ 22	Q3/ 22	Q4/ 22	Q1/ 23	Q2/ 23	Q3/ 23	Q4/ 23
Award and Execution of AE contract														
Feasibility/Special Permit														
MassHousing/One-Stop														
FHLBank Competition														
Design Phase														
Pre-Construction/Construction														
Warranty Phase One Year after Construction Substantial Completion														

## 2. Scope of Work

The preliminary Consultant scope of work described hereafter represents our best assessment of the role(s) to be assumed by the Consultant selected by BHA pursuant to this solicitation. The total contract period shall not exceed five years, plus such additional time as may be necessary to achieve permanent resettlement of all residents who wish to return to the new property.

### Planning phase services

- Participate in planning meetings/calls development team, property management team and other project team members regarding development plans and relocation needs.
- Provide guidance and oversight to relocation requirements of the project based on applicable federal, state and local guidelines.
- Provide URA, 79A and HUD/RAD relocation compliance and strategic consulting, as needed.
- Solicit competitive quotes and bids to create a relocation expenses budget for the client.
- Write and complete Relocation Plan in accordance with all applicable federal, state and local regulations. Relocation Plan will include detailed relocation policies, procedures, and guidelines for the relocation of affected residents.
- Obtain required approvals of the Relocation Plan.
- Participate in resident and community meetings to inform residents about the upcoming redevelopment.

- h. Create, review, revise and distribute all required relocation documents and notices including, as needed, the General Information Notice (GIN), Notice of Non-Displacement, Notice of Eligibility for Relocation Assistance and 120 Day/30 Day Move Notice.

### **Implementation Phase Services**

- a. Research, negotiate and secure off-site relocation units, as needed.
- b. Set up and manage contracts for other relocation vendors that are needed such as the moving company, cleaners, pest control services etc.
- c. Work closely with the development team, construction, property management, and moving contractors to ensure the relocation plan is in accordance with the contractor's schedule.
- d. Develop and implement relocation tracking systems, including tracking of relocation expenses.
- e. Conduct file audits, as requested, of relocation files.
- f. Manage resident communications, the move process and maintain an "open door" policy for an on- site office.
- g. Provide individual consultation with residents to:
  - i. assess their needs and develop a plan for temporary relocation;
  - ii. identify special assistance required for people with medical equipment issues, disabilities, etc.;
  - iii. assist with pets;
  - iv. transfer of telephone and cable service, as necessary;
  - v. provide change of address to providers.
- h. Provide multi-phased turn-key services to plan, sequence, asset inventory and relocate each resident's personal belongings, possessions and furniture. It is expected that each household will be relocated twice: once to move into the temporary accommodations while the property is being redeveloped; upon construction completion, each resident to be moved back to their original unit. The level of assets for each resident varies; Consultant should anticipate varying levels of asset inventory for each resident. Provide all labor to assist the residents with packing up their assets prior to each move.
- i. Provide reusable moving crates, hand trucks, dollies, boxes, protection pads and other packing materials necessary.
- j. Develop moving plan and labeling system, including labeling instructions.
- k. Packing materials are to be removed from the site at completion of the work.
- l. Provide no less than 2 or 3 periodic information sessions with residents to highlight move instructions, schedules, procedures and requirements and to answer any questions related to the move operation. Time and date are to be determined.
- m. Coordinate all activities with BHA and Construction Manager.
- n. Other tasks, as requested by the Client.

### **3. Schedule**

The Selection Committee will assess responses based on the criteria set forth in Section 5 of this RFP. We anticipate that interviews will be scheduled approximately two weeks after the Proposal deadline for Respondents whose proposals are deemed competitive. BHA reserves the right to choose not to interview all Respondents or to make an award without interviews. One-hour interviews will be scheduled with selected Consultants during the week of October 19<sup>th</sup>. BHA further reserves the right to invite Respondents to provide “best and final offers” after interviews are complete with a revised proposal for services as coordinated with the BHA during the RFP review and interview process. Consultant selection is subject to approval by BHA Board of Commissioners but is anticipated in approximately 30 days of the RFP response closing. The Consultant will be expected to begin work immediately upon selection given the aggressive schedule for permitting and funding applications elucidated in this RFP.

### **4. Submission Instructions**

Each respondent must submit one (1) signed original and one (1) digital copy of the proposal in PDF format. If there are any differences between the original and the electronic copy of the Proposal, the material in the hard copy original will prevail. The proposal must be submitted no later than **4:00 pm, October 9<sup>th</sup>**.

Hardcopy Proposals shall be delivered to:

Maria T. Maffei  
Director of Redevelopment  
Brookline Housing Authority  
90 Longwood Avenue  
Brookline, MA 02446

A digital copy of the proposal shall be emailed to [mmaffei@brooklinehousing.org](mailto:mmaffei@brooklinehousing.org).

Proposals that are not complete or do not conform to the requirements of this RFP will be deemed eliminated from further consideration. All material submitted in accordance with this RFP becomes property of BHA and will not be returned.

Questions/requests for clarification may be submitted by email until 4:00pm on September 30<sup>th</sup> and should be directed to Maria T. Maffei, Director of Redevelopment, at [mmaffei@brooklinehousing.org](mailto:mmaffei@brooklinehousing.org). All questions submitted by the deadline above will be addressed in the form of an Addendum to this RFP by 5:00pm on October 2<sup>th</sup>. All parties who received an RFP will be issued any and all addenda via email. It is the respondent’s responsibility to ensure they have received all addenda prior to submitting their RFP response.

## **5. Evaluation Process and Criteria**

Proposals will be reviewed by a selection committee composed of BHA staff appointed by the BHA Executive Director or his designees (BHA Selection Committee). Evaluation of proposals shall be conducted by the BHA Selection Committee pursuant to the following steps:

- a. All Proposals will be reviewed for initial eligibility as outlined in the following Minimum Qualifications section below.
- b. All eligible Service Proposals and attachments shall be reviewed and ranked as outlined in the following Selection Criteria section below. Minor omissions, informalities or irregularities may, at the sole option and discretion of the BHA be corrected subsequent to the proposal due date.
- c. References for all eligible Proposers shall be conducted and reviewed.
- d. The contract will be awarded based on the most advantageous proposal received, taking into consideration both the Service (Non-Price) Proposal and the Price Proposal. A contract award shall be recommended by the Executive Director to the BHA Board of Commissioners. Final contract award is subject to approval by the Board of Commissioners at its next regularly scheduled public meeting.

Proposer must demonstrate familiarity and experience with the character of the work, sensitivity to the Project setting and knowledge of relocation processes and requirements. Proposer must document ability to perform the services described, to coordinate the work and protect the BHA's interests competently during the course of the Project. Proposer should also identify key consultants that can be utilized to assist him/her in addressing specialized technical issues that may impact implementation of the project. Experience, quality of services, reliability, public sector knowledge, and the capacity of the Project manager to perform the work will be considered. The BHA is only seeking highly qualified and experienced proposers that demonstrate significant and relevant experience in the planning and implementation of relocation of elderly and disabled residents in an occupied rehabilitation pursuant to all relevant laws and regulations.

**A. Minimum Qualifications.** To be eligible for selection, the Consultant must demonstrate the following minimum qualifications:

- a. The Proposer shall have at least three (3) years of experience providing relocation planning and services. Preference will be given to firms with prior experience working with public housing authorities.
- b. The Proposer may be an individual, or a business corporation, partnership, firm, joint venture or other legal entity, no less than five (5) years old, duly organized.
- c. If the Proposer has been debarred, suspended or otherwise lawfully precluded from



- d. participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and the BHA discovers it thereafter, then the BHA will terminate the contract. Proposers shall submit the following forms as included in Appendix A: Debarment and Conflict of Interest Certification, and Tax Compliance Certification.
- e. The Proposer must be in good standing with the BHA, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. If the Proposer is not in good standing with the BHA, and/or any Federal, State or Municipality this must be disclosed. If a Federal, State or Municipal entity has terminated any contract with the Proposer for deficiencies or defaults, that Proposer must disclose this information to the BHA. The BHA will consider such facts and circumstances during its evaluation of the Proposer's proposal. If the selected firm fails to disclose such information and the BHA discovers it thereafter, then the BHA will terminate the contract.
- f. The Proposer must have and maintain all necessary liability insurance and submit proof of it with their proposal submission.

**B. Selection Criteria.** Proposals shall be reviewed and ranked by the Selection Committee based on the following criteria:

- a. **Completion of projects of a comparable size, nature (affordable housing, Section 18 Demo/Dispo, RAD conversion), and complexity (off-site relocation of elderly and disabled households within a tight market).**  
*Highly Advantageous:* The firm has at least ten (10) years of continuous experience in completing projects of a comparable size, nature, and complexity.  
*Advantageous:* The firm has at least five (5) years of continuous experience in completing projects of a comparable size, nature, and complexity.  
*Not Advantageous:* The proposer has less than five (5) years of continuous experience in completing projects of a comparable size, nature, and complexity.
- b. **Service Proposal Quality:** The Service Plan is clear, well-written, and meets or exceeds the submission requirements listed in **Section 6 – Information to be Provided by Respondent.**  
*Highly Advantageous:* The proposal contains a clear and comprehensive plan to provide the services as outlined in Section 3 of this RFP. The proposal is very well organized and easy to understand.  
*Advantageous:* The proposal contains a clear plan that addresses most or all of the services as outlined Section 3 of this RFP. The plan is understandable but not well organized, is missing minor elements or contains several errors.  
*Unacceptable:* The proposal lacks a clear plan to address most or all of the services as outlined in this RFP.
- c. **Quality of References:** Demonstrated reliability to meet or exceed the needs of clients by providing high quality services; maintaining a high level of customer care on a consistent and timely basis.  
*Highly Advantageous:* All references indicate a high level of performance in all areas of services as outlined in this RFP.



**Advantageous:** Most, but not all, references indicate a high to moderate level of performance in all areas of services as outlined in this RFP.

**Not Advantageous:** Most, but not all, references indicate a moderate to poor level of performance in most or all areas of services as outlined in this RFP.

**Unacceptable:** All references indicate a poor level of performance in all areas of services as outlined in this RFP.

- d. **MBE/WBE Status:** Meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team.

**Highly Advantageous:** The Proposer is a certified MBE/WBE owned business or has plans for meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team and the proposer has provided verifiable information of MBE/WBE certification.

**Not Advantageous/Not Applicable:** The Proposer is **NOT** a certified MBE/WBE owned business nor has plans for meaningful participation of minority and/or women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team.

- e. **Section 3 Status:** Status as a Section 3 business or proposed strategy to meet Section 3 goals.

**Highly Advantageous:** The Proposer meets the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) or has plans to include Section 3 qualified individuals as part of Proposer's team.

**Not Advantageous/Not Applicable:** The Proposer does NOT meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) nor has plans to include Section 3 qualified individuals as part of Proposer's team. The following criteria will be used in evaluating proposals that meet the minimum threshold requirements set out above.

## **6. Submission Requirements**

BHA seeks Proposals from qualified Consultants with demonstrated experience with projects of similar scale and complexity. Proposals which indicate a clear understanding of the local and programmatic context, and that demonstrate the ability to propose creative solutions to achieve BHA's goals, will receive favorable consideration in this RFP process.

- a. **Cover Letter:** Provide a cover letter that introduces the Consultant, summarizes its qualifications, and discusses any unique firm experience relevant to the project.
- b. **Scope of Services:** Provide a general description of the Consultant's proposed approach to the scope of services.
- c. **Fee:** Provide a fee schedule for all members of the team who will be actively engaged in the undertaking. This Fee schedule is the hourly rates for all staff anticipated to work on the project. Consultant must provide a fixed fee proposal, ***under separate cover from the rest of the proposal***, which may be allocated to phases of the project as defined by the consultant.

- d. **List of relevant projects:** including type of project, location, dates of engagement, client name and contact information, and description of services provided.
- e. **List of all on-going public and private projects:** including stage of development, client name, client contact info, project duration, and contract amount.
- f. **References:** Provide three recent professional references for relevant work.
- g. **Executed HUD Form 5369-A:** Included as Exhibit 1.
- h. **Termination/ Litigation/ Eligibility to Bid and Contract:** Indicate whether the Respondent or any Respondent team member has been terminated from a contract, has ever sued or been sued by a public agency, has been disbarred from bidding on projects by any federal, state, or local government agency. If so, describe the circumstances and outcome and/or and the details of such disbarment

## 7. Section 3

The BHA, as recipient of HUD funds, is required to comply with regulations implementing Section 3 of the Housing and Urban Development Act of 1968. The intent of Section 3 is to expand the economic opportunities generated by HUD financial assistance, to the greatest extent possible, to low- and very low- income households and as allowed by public procurement law.

## 8. M/WBE Goals and Requirements

It is the policy and practice of the BHA to encourage the participation of minority-owned and women-owned businesses in the procurement of goods and services. The BHA encourages proposals from MBE/WBEs or teams that include MBE/WBEs. The BHA will utilize the following definitions:

- a. **Minority Business Enterprise (MBE):** A business organization that is owned or controlled 51% or more by one or more minority groups as defined by the State Diversity Office ([SDO](#)) and certified as such by the SDO.
- b. **Women-Owned Business Enterprise (WBE):** A business organization that is owned and controlled 51% or more by one or more women and certified as such by the SDO.
- c. **Joint Venture:** A joint or combined business agreement on a particular project between an SDO-certified MBE or WBE firm(s) and a non- SDO-certified firm in which the MBE and/or WBE portion of the combination is valued at least 25% or more of the contracted amount.

To certify go to <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/sdo/state-cert-prog/>

## 9. Tour of property and RFP Q&A Sessions

Because this project anticipates the tear-down and redevelopment of the site, a tour of the site and property is not being coordinated for this RFP. Respondents are welcome to tour the exterior of the site and any publicly accessible areas on their initiative and without the BHA assuming September 21<sup>st</sup>, 2020

liability for the visit. The BHA is in the process of hiring an architect and engineering team in anticipation of this project under a separate RFP.

There will be one non-mandatory Q&A session for interested respondents to ask questions about the project and the BHA's plans for the site. The Q&A session will be conducted via the link included on the cover page and shall be recorded and distributed to all respondents electronically after each session is completed. These sessions are to familiarize respondents with the requirements of the project and the preparation of their submissions. Respondents are encouraged but not required to attend. Formal changes to the RFP or written clarifications shall be issued by addenda but it is each respondents responsibility to obtain all addenda and familiarize themselves with these Q&A sessions prior to returning their RFP response.

## **10. Reserved Rights and General Conditions**

### **a. RFP Available**

An electronic copy of the RFP may be obtained by emailing [mmaffei@brooklinehousing.org](mailto:mmaffei@brooklinehousing.org) and requesting a copy.

### **b. Acceptance of RFP and Contract Terms**

Respondent's submission of a proposal in response to the RFP shall constitute acceptance by the Respondent of the terms and conditions of this RFP.

### **c. No Warranty**

Respondents shall examine the RFP, specifications, and instructions pertaining to the Services. Failure to do so shall be at the Respondent's own risk. It is assumed that the Respondent has made full investigation as to be fully informed as to the extent and character of the Services and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

### **d. Expense of RFP Submission**

All expenses incurred in the preparation and submission to the BHA of Proposals in response to this RFP shall be borne by the Respondent.

### **e. Compliance with Applicable Laws and Regulations**

The Respondent agrees to comply with the provisions of Chapter 151B of the Massachusetts General Laws, as amended, and with the requirements of Presidential Executive Order 11246, as amended, and all other relevant and applicable laws and/or regulations.

### **f. BHA Reservation of Rights**

The BHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all Proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of the BHA. The BHA further reserves the right to waive any minor informalities in any Proposals received if it be in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a Contract

award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the BHA.

A Proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Respondent in writing and is received at the place and prior to the date and time designated in the RFP for receipt of Proposals. After such date and time, the Respondent may not change the Fee Proposal or any other provision of its Proposal in a manner prejudicial to the interests of the BHA and/or fair competition.

The BHA shall waive minor informalities or allow the Respondent to correct them. If a mistake in the intended Fee Proposal is clearly evident on the face of the Proposal, the BHA shall correct the mistake to reflect the intended correct Fee Proposal and shall so notify the Respondent in writing and the Respondent may not withdraw its Proposal or unilaterally alter its fee schedule.

## Exhibit 1

### Mandatory HUD Forms

- Form HUD 5369-A, Representations, Certifications, and Other Statements of Bidders
  - ***Must be executed by authorized agent and included with response***
- Form HUD-5369-B, Instructions to Offerors – Non-Construction  
*For Informational Purposes Only*

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

##### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

#### 2. Contingent Fee Representation and Agreement

##### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

#### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### **4. Organizational Conflicts of Interest Certification**

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### **5. Bidder's Certification of Eligibility**

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### **6. Minimum Bid Acceptance Period**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### **7. Small, Minority, Women-Owned Business Concern Representation**

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

#### **8. Indian-Owned Economic Enterprise and Indian Organization Representation**

(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

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

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

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

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

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## 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, offerers 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 offerer 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 offerer 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 offerer's best terms from a cost or price and technical standpoint.