



REQUEST FOR PROPOSALS

FOR

PROFESSIONAL SERVICES FOR GENERAL ARCHITECTURAL AND ENGINEERING, SPECIALTY ARCHITECTURAL AND ENGINEERING SERVICES, AND GENERAL CIVIL ENGINEERING

September 11, 2018

HOUSING AUTHORITY OF THE CITY OF PHARR

**104 W. Polk Avenue
PHARR, TEXAS 78577
FAX (956)781-3758**

ENCLOSED AS PART OF REQUEST FOR PROPOSAL:

- I. PURPOSE
- II. SCOPE OF SERVICES
- III. PROPOSAL REQUIREMENTS
- IV. EVALUATION AND AWARD OF CONTRACT
- V. TERMS AND CONDITIONS
- VI. STATEMENT OF FIRMS QUALIFICATIONS
- VII. AFFIDAVIT – NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- VIII. CERTIFICATE OF COMPLIANCE - SECTION 3
- IX. CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT
- X. SECTION 3 REQUIREMENTS & OTHER WORKPLACE CLAUSES
- XI. INSTRUCTION TO OFFERORS – NON-CONSTRUCTION
- XII. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

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I. PURPOSE

Housing Authority of the City of Pharr (HACP) seeks proposals from qualified Architectural and Engineering firms licensed to do business in the State of Texas for professional Architectural and Engineering services, Specialty Architectural and Engineering services such as Landscape Architecture and Plumbing/Mechanical/Electrical (PME) Engineering, and general Civil Engineering services on an “as needed” basis pursuant to Task Orders issued during the contract term.

The aim of this RFP is to contract with firms that will agree to be available to provide these services in a timely manner, thereby reducing HACP’s cost and time for advertising and developing numerous RFP’s and generally to increase HACP’s efficiency in obtaining professional services.

Contract award may be made to more than one firm. HACP reserves the right to procure additional architectural and engineering services on any project it determines is too large or unique to include as a Task Order under the annual contract.

Contract period will be two years with an option for up to three additional one-year renewals.

Selection of the firm(s) will be made in accordance with the Housing Authority of the City of Pharr Procurement Policy.

It is the policy of HACP to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in HACP procurement activities. Responses should contain information on any proposed minority participation, either in terms of personnel within your organization or the use of subconsultants.

One CD and five paper copies of the proposal are due in person or by mail (no faxes) not later than 4:00 PM local time on Tuesday, September 25, 2018 in the office of HACP Department of Finance, 104 W. Polk Avenue, Pharr, Texas 78577.

1. **Schedule of Events**

- | | | |
|--|------------|-------------|
| • RFP available for distribution | 09/11/2018 | |
| • Submit questions deadline | 09/18/2018 | 4:00 pm CST |
| • Answers posted deadline | 09/21/2018 | 5:00 pm CST |
| • RFP due deadline | 09/25/2018 | 4:00 pm CST |
| • Estimated award date (no later than) | 10/01/2018 | |

II. SCOPE OF SERVICES

The selected firms shall furnish all expertise, labor, and resources for one or more of the following services:

1. Refine, clarify, and define the project description, data, and requirements as necessary to develop schematic design of the project which meets HACP's requirements and is within the stipulated budget.
2. Provide complete construction contract documents (plans and specifications), that may include 30%, 60%, and 90% review sets, with professional seals and signatures and all necessary site and infrastructure and building improvements. Infrastructure includes but is not limited to streets, water, sanitary sewer, storm water, site work, sidewalk, curb and gutter, street lighting, site lighting, and connection to existing streets and utilities.
3. Provide documents that conform to generally accepted architectural and engineering practices and comply fully with all applicable codes and regulations including HUD standards. Plans must include Erosion and Sediment Control Plan and a Storm Water Management Plan if required.
4. Assist HACP in achieving LEED, ENERGY STAR, Earth Craft, or other Green recognized program certifications for all projects when applicable. Energy conservation, pollution prevention, and waste reduction shall be considered to the maximum extent practicable in developing construction specifications.
5. Surveying services (including topographic, physical, resubdivision, ALTA, and others).
6. Environmental review and site assessment services.
7. Demolition.
8. Landscape architectural services.
9. Geotechnical services.
10. Interior design services.
11. Urban planning services.
12. Cost estimating and advising on current construction market trends.
13. Value engineering.
14. Coordination of site plan review submittals and required approvals.
15. Project Scheduling.
16. Coordination of work with all local, state, and federal agencies.
17. Coordination of work with all private utilities affected.
18. Federal/state/City of Pharr permitting requirements.
19. Provide coordination and representation with all jurisdictional agencies affected by this project.
20. Participation as HACP's design agent in presentations, including City of Pharr site plan review, design review, Code Compliance Division, Planning & Zoning Department, public meetings, judicial proceedings, arbitration, mediation, or other meetings as determined.
21. Preparation of necessary graphics/presentations.
22. Bidding and construction administration services.
23. Preparation of as-built drawings and specifications.
24. Hazardous material identification, abatement and restoration specification services.
25. Coordinate printing services.
26. Additional related tasks may be added throughout the contract by mutual agreement.
27. The firm shall commit adequate resources to ensure that all milestones and deadlines included in each Task Order are met.

Only firms capable of completing tasks in a defined area(s) of expertise should submit. It is not necessary to submit for the full range of services. The proposal must clearly state the services the firm is qualified to provide. If the only service offered is a single item, HACP will consider that single item in deciding whether to interview the firm.

III. PROPOSAL REQUIREMENTS

Proposal shall be no more than 20 sheets of paper including all covers, photographs, dividers, etc. Proposals greater than 20 sheets of paper will be disqualified. Pages may be printed on front and back. HACP forms are required to be filled out and returned with the proposal but do not count as part of the 20 sheets of paper. One CD and five paper copies of the proposal are required and must contain the following information:

1. Cover letter referencing this RFP. Name, address and contact information should be included. Proposal must be signed by an authorized representative of the firm.
2. List of key personnel (include project role, project experience, education/certification/licensing, number of years with firm) that will work directly on project tasks throughout the contract.
3. Previous projects completed by firm and staff identified above within the last five years. Include client name, client project manager, client contact information, project name, services provided, your contract amount, your total construction estimate, actual construction bid price, final construction costs to client (inclusive of construction change orders).
4. Identification of subconsultants, if any. Include name/address/specialty/number of projects your firm has completed with sub-consultant and any work experience that meets the criteria of this RFP.
5. Small Business and Businesses Owned by Minorities: identify participation by minority businesses and disadvantaged businesses intended to be used on this contract.
6. Geographical location: provide the geographical location of key office, staff, sub-consultants and resources and your ability to attend meetings and provide services on site and in-person in the City of Pharr.
7. A written statement attesting that the firm maintains an errors and omissions liability policy with a minimum limit of \$1,000,000.

Proposals that are incomplete with respect to the requirements listed above may be considered unresponsive and may be disqualified at HACP's discretion. HACP reserves the right to request additional information from any and all firms, to waive any informalities in the procurement process, and to decline to award a contract to any and all firms, regardless of the responsiveness of the firms' proposals.

IV. EVALUATION AND AWARD OF CONTRACT

Evaluation Criteria - proposals shall be evaluated by HACP using the following criteria:

1. Experience with HACP or other public housing authorities on public housing or low-income housing projects in Texas including knowledge of HUD environmental regulations 20%
2. Recent successful execution of TDHCA LIHTC projects 15%
3. Professional qualifications and experience of the firm's staff and Subconsultants who will be assigned to this contract, including their qualifications and experience with the integration of sustainability, universal design, LEED, Energy Star, or Earth Craft certification and/or other acceptable Green practices 20%
4. Current and projected work load and ability to perform the work within the required time. Please include information on your firm's and subconsultants' demonstrated ability to deliver construction documents on schedule for past projects.5%
5. Demonstrated knowledge of the City of Pharr design review processes including site plan review, design review, with Code Compliance Division and Planning & Zoning Department. Demonstrate ability to work with HACP and City departments successfully 15%
6. Project execution: demonstrate quality of reports, accuracy of cost estimates, and number of change orders on recent projects with HACP or other public clients. 15%

INDIVIDUAL MARKETING APPOINTMENTS FOLLOWING ADVERTISEMENT OF THIS REQUEST FOR PROPOSALS WILL NOT BE PERMITTED.

Award of Contract:

Evaluation of proposals will be under the complete jurisdiction of HACP. Upon receipt of the proposals, HACP will evaluate all materials submitted by responding firms. HACP shall engage in individual discussions with three or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services

After completion of the interview process and on the basis of evaluation factors set forth in Section IV and the information provided and developed in the selection process to this point, HACP shall rank, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. HACP will enter into negotiations with the firm ranked first to determine an agreeable method of compensation for service. If negotiations cannot be successfully completed with the firm ranked first, HACP will then negotiate with the firm ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee. Should HACP determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. HACP may award a contract to more than one offeror.

Submit proposals to:

**Lazaro Guerra Director of Finance/Human Resources
HACP Department of Finance 104 W. Polk Avenue
Pharr, Texas 78577**

Questions regarding this proposal shall be directed in writing to:

**Lazaro Guerra Director of Finance/Human Resources
lazaro.guerra@pharrha.org**

(No Phone Calls Please)

V. TERMS AND CONDITIONS

1. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the HACP shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the HACP, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the HACP for damages sustained by the HACP by virtue of any breach of the Contract by the Contractor, and the HACP may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the HACP from the Contractor is determined.

2. **TERMINATION FOR CONVENIENCE OF HACP:** The HACP may terminate this Contract any time by a notice in writing from the HACP to the Contractor. If the Contract is terminated by the HACP as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. **CHANGES:** The HACP may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the HACP and the Contractor, shall be incorporated in written amendments to this Contract.

4. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the HACP.
- b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract

5. **ANTI-KICKBACK RULES:** Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month

without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 400 U.S.C., section c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. WITHHOLDING OF SALARIES: If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the HACP shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the HACP for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES: Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the HACP for the latter's decision which shall be final with respect thereto.
8. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the HACP setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials
9. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS: No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the HACP. The Contractor shall be as fully responsible to the HACP for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.
12. ASSIGNABILITY: The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the HACP: Provided, however, that claims for money due or to become due the Contractor from the HACP under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the HACP.
13. INTEREST OF MEMBERS OF HACP: No member of the governing body of the HACP, and no other officer, employee or agent of the HACP who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS: No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. INTEREST OF CERTAIN FEDERAL OFFICIALS: No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.
16. INTEREST OF CONTRACTOR: The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. FINDINGS CONFIDENTIAL: All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the HACP.
18. CONFLICTS PROHIBITED: Except for approved eligible administrative or personnel costs, no persons described in paragraph (a) below who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the Department of Housing and Urban Development or who are in a position to participate in a decision making process or gain insight information with regard to such activities may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

- a. PERSONS COVERED: The conflict of interest provisions set out above apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Pharr, Housing Authority of the City of Pharr or any sub-recipient (defined under 24 CFR 570.204) which is receiving funds under this part.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against the employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this provision, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED: All contracts shall include in every contract offer of over \$10,000.00 the provisions listed herein. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer; notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00. So that the provisions will be binding upon each subcontractor or vendor.

21. IMMIGRATION REFORM AND CONTROL ACT OF 1986
By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

22. INSURANCE:
The contractor and each subcontractor shall furnish HACP with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.
 - a. Workers' Compensation, in accordance with state Workers' Compensation laws.
 - b. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others.

- c. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.
- d. Professional Liability of not less than \$1,000,000.00.

23. RESPONSIBILITY OF THE ARCHITECT-ENGINEER

- a. The architect-engineer (A/E) shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this contract. The A/E shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- b. A firm may be liable for Government costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an architect-engineer contract, the Director of Finance/Human Resources (with the advice of technical personnel and legal counsel) shall consider the extent to which the architect-engineer contractor may be reasonably liable. The Director of Finance/Human Resources shall enforce the liability and issue a demand for payment of the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Government's interest. The Director of Finance/Human Resources shall include in the contract file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.
- c. Neither HACP's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the A/E shall be and remain liable to HACP.
- d. The rights and remedies of HACP provided for under this contract are in addition to any other rights and remedies provided by law.
- e. If the A/E is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

24. MINIMUM QUANTITIES AND TERMS

- a. Contract period will be two years with an option for up to three additional one-year renewals.
- b. There is no minimum guaranteed amount for each individual Task Order.
- c. HACP does not represent or guarantee that the A/E will receive more than one Task Order at the minimum quantity stated.
- d. Each awardee will be provided a fair opportunity to be considered for each Task Order. Factors to be considered when awarding a Task Order are:
 - 1. Ability and capacity to perform the Task Order in a timely manner
 - 2. Cost
 - 3. Past performance on earlier Task Orders
 - 4. Potential impact on other Task Orders that the A/E is already performing
 - 5. In the interest of economy and efficiency, if the Task Order is a logical follow-on to an existing Task Order, the order may be issued on a sole-source basis.

VI. STATEMENT OF FIRMS QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder _____
2. Contact _____ Title _____
3. Permanent Main Office Address _____
Office Phone _____ FAX _____ Cell _____
4. Date organized _____ If a corporation, where incorporated _____
5. Number of years engaged in the contracting business under your present firm / trade name _____
6. FEDERAL I.D. NUMBER _____ DUNS NUMBER _____
7. CAGE CODE (if applicable) _____
8. LICENSED CLASS (A) TEXAS CONTRACTOR NUMBER _____
9. LICENSED CLASS (B) TEXAS CONTRACTOR NUMBER _____
10. Is this organization a Woman-owned Business YES _____ NO _____
11. Is this organization a Section 3 Business YES _____ NO _____
(See Section 00900 for an explanation of Section 3 Business)
12. Is this organization a Minority Business Enterprise YES _____ NO _____
A "Minority Business Enterprise as defined in HUD Notice PIH 88-11 Paragraph (3) "Minority Business Enterprise" means a business enterprise that is 51 percent or more owned, controlled, and actively operated by one or more persons who are classified as part of a racial or ethnic minority group. Such groups may include, but are not limited to Black Americans, Hispanic Americans, Asian Pacific Americans and Native Americans.
13. Minority Code (check all that apply)
Veteran Service-Disabled Veteran Small Disadvantaged Business
HUBZone Certified
14. Business Type:
Sole-Proprietor Corporation LLC Joint Venture Other _____

15. Contracts on hand: (Schedule these showing gross amounts of each contract and the appropriate anticipated dates of completion.) _____
16. General character of work performed by your company? _____
17. Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____
18. Have you ever defaulted on a contract? _____ If so, where and why _____
19. List the more important projects recently completed by your company, stating the approximate gross cost for each, and the month and year completed _____
20. List your major equipment available for this Contract _____
21. Experience in construction work similar in importance to this project _____
22. Background and experience of the principal members of your organization including the officers.

23. Credit available:\$ _____
24. Bank Reference _____
25. Will you, upon request, fill out a detailed financial statement and furnish any requested information that may be required by the Housing Authority of the City of Pharr? _____
26. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Housing Authority of the City of Pharr in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20____.

By (Print or Type) _____

Signature _____ Title _____

State of (_____) County/City of (_____)

_____ being duly sworn deposes and says that he/she is
_____ of _____

and that the answers to the following questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public _____

My Commission expires _____

VII. AFFIDAVIT
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County/City of _____

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Housing Authority of the City of Pharr or any person interested in the proposed Contract; and,
- (5) The Price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company Name _____

Name and Title _____

Signature _____ Date _____

Subscribed and sworn to before me this _____ day of _____ 20 _____.

My commission expires _____

VIII. CERTIFICATE OF COMPLIANCE - SECTION 3

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation in (name of project)

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company),
CERTIFIES that upon being awarded a contract to _____
in the municipality of the City of Pharr, Texas; that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to who the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name _____

Name and Title _____

Signature _____ Date _____

**IX. CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT**

- I. The officer certifies, to the best of its knowledge and belief that:
- A. The offeror and/or any of its Principals:
1. Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds:
 2. Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and Are _____ Are not _____ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.
 3. The Officer has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
- II. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- A. The Offeror shall provide immediate written notice to the Director of Finance/Human Resources if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- B. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Director of Finance/Human Resources may render the Offeror nonresponsive.
- C. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- D. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HACP, the Contracting Office may terminate the contracting resulting from this proposal for default.

Company Name _____

Name and Title _____

Signature _____ Date _____

**X. SECTION 3 REQUIREMENTS
AND OTHER WORKPLACE CLAUSES**

Sec 4.1 – SECTION 3 CLAUSE

- 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 24CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the labor organization or workers representative of the contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

Sec. 4.2 - PURPOSE AND SCOPE

The regulations set forth in Part 24 CFR Part 135 contain the procedures established by the Secretary of Housing and Urban Development for carrying out the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12.U.S.C. 1701u.

Sec. 4.3 – DEFINITIONS

“Section 3 covered project” means any nonexempt project assisted by any program administered by the Secretary in which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community development, except as provided under Title 24, Part 135, Section 135.5, para. (M).

Sec. 4.4 – ASSURANCE OF COMPLIANCE

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clauses:

- A. Clause 40 of General Conditions to the Contract for Construction (HUD-5370 4/2002).

Sec. 4.5 – CERTIFICATE OF COMPLIANCE

The contractor shall execute the Certificate of Compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.

Sec. 4.6 – N/A

OTHER WORKPLACE CLAUSES

Sec. 4.7– DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against the employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000., so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this provision, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SEC 4.8 - EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.

All contracts shall include in every contract over \$10,000. The Provisions listed herein:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitation or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000. So that the provisions will be binding upon each subcontractor or vendor.

XI. Instructions to Offerors

Non-Construction

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

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 HARIUD.

(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 an 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.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

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.

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.

XII. 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 (HA's). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, Has would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

(b) If the answer to either (a) (1) or (a) (2) above is affirmative, the bidder/Offeror shall make an immediate and full written disclosure to the PHA Director of Finance/Human Resources.

(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 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, directly or indirectly, to any other bidder/Offeror or competitor before bid opening (in the case of a sealed bid 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 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 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 “Organization 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 and Date

Typed or Printed Name

Title