

1.2 Solicitation

The Pharr Housing Authority is issuing this Request for Proposal (“RFP”) to qualified and experienced construction trainers interested in providing **Training Services for the Pharr Youth Build Program** as set forth in the Scope of Services section.

It is the intention of the PHA to award all **Construction Training Services** to a single entity; however, PHA reserves the right to award separate agreements for **Construction Training Services** based on criteria that PHA determines to be appropriate.

Responders will be required to perform all services requested under this RFP in accordance with best practices, professional, and ethical standards pertaining to the practice of **Construction Training Services**.

1.3 Procurement Authority

All matters and issues related to this RFP, and any contract resulting from the RFP shall be governed by the regulations included in **24 C.F.R 85.36**; and procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, Rev-2; applicable State and Local laws and the Statement on Procurement Policy for the Pharr Housing Authority.

The selected Construction Trainer shall be thoroughly knowledgeable of Federal and State Laws relating to affordable housing, public housing authorities, and the applicable laws.

1.4 Laws and Regulations

This procurement may be funded in whole or in part by grants provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Texas and Hidalgo County Texas, will apply to the resulting awarded agreements (s)

1.5 Obtain Copies of this Solicitation

Single copies of the Response package may be obtained, at no cost by visiting the PHA website at: www.pharrha.org.

Hard Copies may be available in person at the address below:

**Pharr Housing Authority
104 W Polk Ave
Pharr, Texas 78577**

Persons wishing to be mailed copies may request via email: Lazaro.Guerra@pharrha.org

PART II – SUPPLEMENT INSTRUCTIONS TO RESPONDENTS

2.1 Submission of Response

The instructions below provide guidance on what the qualification-based submittal should contain and how it should be organized. **Respondents should deliver two (2) complete sets, (one (1) original and one (1) copies) and a digital file on a CD or JUMP DRIVE in PDF format.** All submittals must be assembled in the order described in this RFP, in a sealed envelope or box clearly marked with the words Construction Training Services – Pharr Youth Build Program.

Sealed responses to this solicitation must be received by the PHA no later than, Friday **XXXXXXXXXX** at the Pharr Housing Authority 104 W Polk Ave Pharr Texas 78577.

All Proposals must be submitted in accordance with the conditions and instructions provided herein. All Proposal must remain open for acceptance for one hundred and eight days (180) from due date.

2.2 Interpretations/Questions

During the period between issuance of the RFP and all proposal due date no oral interpretation of the RFP's requirement will be given to any prospective responded. Request for interpretation must be made, in writing, at least five (5) days before the submission due date and time to: Email:

Lazaro.Guerra@pharrha.org

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, the PHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, the PHA will issue an addendum to the RFP setting forth the nature of the modifications(s). The PHA will email (or send via regular postal mail or fax upon written request of the Respondents) any addenda to Respondents of the RFP Solicitation. Interested parties may also view addenda on the PHA's website www.pharrha.org. It shall be the responsibility of each Respondent to insure they have any/all additional addenda relative to this

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11 inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used provided, they fold into 8 ½ x 11 inches. All copies of the submittal must be identical in content and organizations. The format of the respondents proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the proposal. Organize the proposal in response to the Submission Requirements, taking care to address all issues identified in the Scope of Service. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone, fax number, and email address.

2.5 Submittal Forms

Provide, as a part of the proposal, all required certifications and HUD forms, licenses and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in completed form at the MHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time will not be accepted for any reason and will be returned unopened to the originator.

The PHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

The PHA also reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of similar nature; that is not in a position to perform the contract. Alternatively, who habitually without just cause neglected the payment of bills or disregarded its obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept, unopened. No proposals received after the closing date and time will be considered. All proposals properly received will be evaluated by PHA's Evaluation Committee appointed by the Executive Director. The Evaluation Committee will analyze proposals within the 180 days of the date and time due and a recommendation for Award of Contract or not to award to the PHA Executive Director.

2.8 Withdrawal of Proposals

Proposals may be withdrawn by means of a written request or faxed requests dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt and must be signed by the Respondent. In addition, withdrawals must be postmarked prior to the date and time set for proposal opening. Negligence on the part to the Respondent in preparing their proposal confers no right to make modifications or withdraw proposal after the due date and time.

2.9 Award of Contract

Contact shall be awarded to the Respondent submitting a proposal according to the evaluation criteria contained herein, provided the proposal is in the best interest of the PHA. The Respondent to whom the award is made will be notified at the earliest practical date.

2.10 HUD Debarment and Suspension List

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list (www.epls.gov).

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under Texas State Law and the City of Pharr, Texas.

2.12 Cost Borne by Respondent

All cost related to the preparation of this RFP and any related activities are the responsibility of the Respondent. The PHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best available Data

All information contained in this RFP is the best data available to the PHA at the time of the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and the PHA assume no liability for any errors or omissions.

2.14 Contacts with THE PHA Staff, Board Members, and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with the PHA Staff, Board Members, or Residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses

The awarded individual/firm or lead firm shall have and maintain all required Licenses necessary to conduct business in the City of Pharr and the State of Texas. All licenses must be kept up to date for the duration of the awarded contract. Copies of all licenses must be in the Procurement/Contract Office prior to contract execution.

2.16 Respondent Responsibilities

Each Respondent is presumed by the PHA to have thoroughly studied this RFP and become familiar with the contents, locations, nature of requests, covered by the RFP. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against PHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against PHA or PHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of the PHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

PART III – SUBMISSION REQUIREMENTS

Listed below are the sections that must be included in Respondent's proposal. Each section must be clearly labeled using the bold-faced titles listed below. The required submission must be bound and each section tabbed.

3.1 Company Information

Please furnish a brief history of your company including how long you have been in business, major offices located in Pharr, Texas and/or major offices located in the southern United States.

3.2 Staffing and Qualifications

Provide information regarding staff experience and qualifications that demonstrates the Respondent's capacity to perform the required services. Include an organizational chart that illustrates Respondent's overall staffing approach for completing the required work. Include in the chart all key personnel, specialists, and consultants who will be assigned work under a contract potentially resulting from this RFP.

3.3 Relevant Experience and Past Performance

- i. Identify similar or related work performed for public housing authorities or other public agencies as it relates to historic sites that have been completed to date, or is currently active.
- ii. Identify past experience in performing work for public housing authorities or other agencies by the Respondent and/or its participants.
- iii. Demonstrate ability to perform the services that are well regarded in the industry in terms of content, timeliness, and responsiveness.
- iv. Demonstrate, through written explanation, the Respondent's familiarity with Federal, State and local laws, regulations and codes that the Respondent believes may be pertinent or applicable to this project.
- v. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations.

3.4 References

Provide a list of clients, previous and current. This list must include the name and title of the contact person, with an address, email phone number, and fax number.

3.5 Respondent's Approach and Response to Scope of Service

- I. Provide a detailed narrative that demonstrates the approach intended for use by the Respondent.
- II. The Respondent should outline its anticipated approach for each element of work identified in the Scope of Services.
- III. The approach outlined should be consistent with the objectives and requirements set forth in the RFP, and should address how services will be immediately provided upon execution of a contract.
- IV. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.

3.6 Proposal Cost

Respondents shall provide a firm total cost along with a detailed itemized breakdown of total cost. Please show all expected expenditure to include all anticipated travel. Total cost must be all-inclusive.

3.7 Required Certifications/Forms

Each proposal shall contain a copy of the following HUD forms, which may be downloaded from the Procurement page of the PHA web site: www.pharrha.org.

- A. **Form HUD-5369-B**, Instructions to Offerors – Non Constructions
- B. **Form HUD 5369-C**, Certifications and Representations of Offerors – Non-Construction Contract
- C. **Form HUD SF-LLL**, Disclosure of Lobbying Activities
- D. **Form HUD 50071**, Certification of Payments to Influence Federal Transactions
- E. **Form HUD 50070**, Certification for a Drug-Free Workplace

PART IV - SCOPE OF SERVICES

Construction Trainer shall provide all labor, materials, equipment, supervision, and transportation necessary to provide the services outlined in this RFP. The services will include, but are not limited to the items detailed in the attached scope of services.

PART V - PROCUREMENT PROCESS

5.1 Evaluation Process

The following procedures will be followed for the evaluation:

- A. An evaluation committee is formed.
- B. All submittals are evaluated individually on qualifications and experience of the proposer. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- C. The committee will select those submittals determined to be within the competitive range (minimum score of **85 points** or above).
- D. The Authority reserves the right to make an award based solely on the proposal or to negotiate further with one or more proposers.
- E. The Authority may request that proposers whose submittals are in the competitive range make oral presentations concerning their qualifications to the Authority's Evaluation Committee and/or the Board of Commissioners. Presentations will be scheduled by THE PHA on an individual basis. Furthermore, The PHA may request either an on-site or telephonic interview with proposers in which the evaluating committee has deemed competitive.
- F. Negotiation of a reasonable price for the intended scope of work as it is assigned will be held with selected firm.

- G. THE PHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

5.2 Evaluation Criteria

A. Organizational Capacity: 30 Points

- A. Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
- B. Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely given current and projected workload.

B. Relevant Experience and Past Performance: 25 Points

- A. Relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date.
- B. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully performing services of the same type required by this RFP.
- C. Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.

C. Respondent's Approach and Response to Scope of Service: 20 Points

- A. The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
- B. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe.

D. Proposal Cost: 25 Points

- A. Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals.
- B. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to the PHA.

Additional Points:

**Disadvantaged Business Enterprise (DBE) And Section 3 Participation Plan:
DBE / WBE participation 5 points**

Section 3 participation 5 points

The level of Disadvantaged Business Enterprise (DBE), Woman Business Enterprise (WBE) and Section 3 participation will be evaluated through an assessment of the action plans and participation schedules submitted.

Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that PHA's stated participation goals, in terms of DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.

5.3 Summary of Evaluation Criteria

Technical:

Organizational Capacity	30 Points
Relevant Experience and Past Performance	25 Points
Respondent's Approach/Response to Scope of Service	20 Points
Proposal Cost	<u>25 Points</u>
Total	100 Points

ADDITIONAL POINTS:

DBE and WBE Participation Plan	5 Points
Section 3 Participation Plan	<u>5 Points</u>
	Total 10 Points

Total Possible Totals 110 Points

Construction Trainers for Pharr YouthBuild Program

QUALIFIED RESPONDERS MUST:

1. Provide two experienced construction trainers with NCCER teaching certification for two consecutive ten-month periods.
2. Provide one job developer to provide with job recruitment and training.
3. Deliver ON-SITE construction-related training to the YouthBuild participants during the specified hours of operation (7:30 AM - 4:30 PM, Monday through Thursday).
4. Design and execute practical training exercises to ensure a comprehensive understanding of construction techniques, safety protocols, and relevant building codes.
5. Provide mentorship and guidance to participants to foster a positive learning environment and personal development.
6. Collaborate with the program staff to assess the progress of individual participants and adjusting training methods as needed to meet their learning needs.
7. Maintain accurate records of attendance, progress, and assessment results.
8. Assist in organizing and coordinating events, workshops, and job fairs to connect participants with potential employers in the construction industry.
9. Ensure adherence to safety standards and promoting a safe working environment for all participants.
10. Provide all necessary tools needed to build a house.
11. Be able to administer and certify OSHA Instruction
12. Be able to administer and certify NCCER Core & Craft Laborer level 1 instruction.
13. Be able to administer and certify forklift operation certification
14. Be able to administer and certify CPR & First Aid certifications
15. Provide all necessary tools & tool belts for all GoPharr Participants
16. Provide water for GoPharr participants on the job site
17. Provide work wear (Construction hats, boots, gloves, & uniforms if needed) for all GoPharr participants on the job site
18. Provide alternative instruction in case of inclement weather days
19. Must be willing to adhere to the YouthBuild model

COST ESTIMATE PER STUDENT (approximately 32) FOR THE ABOVE SERVICES: _____

QUALIFIED RESPONDERS MAY RECEIVE ADDITIONAL CONSIDERATION FOR SELECTION IF:

1. They are able to provide matching of costs either through a cash contribution or in-kind (service) contribution or some combination thereof.
2. They are able to provide transportation of students from a designated location to the training site.
3. They are able to provide additional benefits/services through their program at no additional cost. Please describe such services below:

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)