



HOUSING & REDEVELOPMENT AUTHORITIES
OF CUMBERLAND COUNTY

Better Places, Better Lives

ASSET REPOSITIONING CONSULTANT REQUEST FOR PROPOSALS (RFP)

1. GENERAL INFORMATION

a. INTRODUCTION

The Housing Authority of the County of Cumberland (HRA) is a public housing agency established in 1975. The agency's main office is located at 114 N Hanover St. Carlisle PA 17013.

HRA is headed by an Executive Director and governed by a five-person Board of Commissioners (BOC) and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR), state law, program, and administrative policies. The Redevelopment Authority of the County of Cumberland manages the Authority and has approximately 57 staff members in the organization who perform the following functions: property management, resident service coordination, administrative/finance functions, maintenance/modernization services and rental assistance program administration.

HRA assists eligible families address their housing needs through a variety of housing programs including Low Rent Public Housing and Housing Choice Vouchers (HCV). HRA owns and operates 208 units of scattered public housing and assists over 1,200 families through the HCV program in Cumberland and Perry Counties.

For more information on HRA, please visit the Housing Authority website at www.cchra.com.

b. OBJECTIVE

HRA is requesting proposals from consultants to assist with the repositioning of public housing assets in two phases. The first phase will be to assist in determining



the feasibility of options available for repositioning of public housing assets. If repositioning is determined to be feasible, the second phase will be to assist with the conversion.

All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and all attachments in its entirety.

c. HRA'S RESERVATION OF RIGHTS-RIGHT TO REJECT, WAIVE, OR TERMINATE THE RFP

HRA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion if deemed by HRA to be in its best interests.

Right to Not Award. HRA reserves the right not to award a contract pursuant to this RFP.

Right to Terminate. HRA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon five (5) days written notice to the successful Offeror(s).

Right to Determine Time and Location. HRA reserves the right to determine the days, hours, and locations that the successful Offeror(s) shall provide the services called for in this RFP.

Right to Determine Financial Responsibility and Viability. HRA reserves the right to request an Offeror provide information regarding financial responsibility and viability or such other information as CKHA determines is necessary to ascertain whether a proposal is the responsible proposal submitted.

Right to Retain Written Proposals. HRA reserves the right to retain all written proposals submitted to HRA by all Offerors in response to this RFP, and not permit withdrawal of same for a period of 60 calendar days after the deadline for receiving said proposals. HRA may permit the withdrawal of proposals when requested in writing by the Offeror.

Right to Reject Any Proposal. HRA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.

No Obligation to Compensate. HRA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

Right to Prohibit. HRA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by an Offeror or reject any proposal submitted that does not conform to any of the requirements detailed herein.



In no event will HRA permit modification to a Proposal after the submission deadline.

Affirmative Action. HRA promotes competitive solicitations and does not discriminate based on race, color, religion, creed, national origin, sex, disability, age, or sexual orientation.

Proposals Open to the Public. Following the award of the contract, all information submitted as part of, or in support of, the proposal will be available for public inspection in compliance with state and federal laws. Only financial information, if requested as part of the RFP to confirm an Offeror's financial soundness, will be kept confidential.

2. SCOPE OF WORK

a. STATEMENT OF WORK

HRA is soliciting proposals from qualified individuals or firms for the following services:

Assist HRA with determining the feasibility of public housing repositioning options for the 208 public housing units.

HRA's goal is to hire a qualified Public Housing Asset Repositioning Consultant that will bring the knowledge and experience of their organization and consulting team to provide the following.

Phase I

- a. Offer technical expertise, evaluation, advantages, disadvantages, comparisons and financial implications of repositioning and the different repositioning options, and recommendations to HRA of the feasibility and possible structures relating to all available repositioning options, including: Section 18 disposition for scattered sites, rental assistance demonstration (RAD) program, voluntary conversion and any other approved options that may become available through HUD that best meet the affordable housing needs and long-term sustainability of housing programs operated by the Authority.
- b. Facilitate the development of a budget, possible timeline and resource requirements needed to complete recommended repositioning, if any.
- c. Educate HRA Staff and Commissioners on recommendations.

Phase II

If it is determined that repositioning is a feasible option that brings benefit to HRA and its tenants HRA may proceed, at their discretion, with a Phase II consulting contract to execute the transition, including:



- a. Educate HRA staff, Board of Commissioners and Residents about repositioning, the feasible options and answer questions as the process moves forward.
- b. Monitor, oversee, and submit the required items (i.e., environmental report, proforma, HUD form documents, studies, etc.) to meet the HUD-required milestones, including any Financing Plan which will be used in the HUD conversion approval process.
- c. Participate in communications with HRA and HUD to help the project to move through the conversion process.
- d. Facilitate the conversion closing process, serving as a liaison between HUD and HRA. The Consultant will help to resolve any outstanding issues and guide HRA through review and execution of conversion documents, including contracts and agreements with HUD, and other conversion-related documents required for the project.

b. PREFERRED QUALIFICATIONS

HRA prefers to work with individuals and/or firms that meet the following qualifications:

- IV. Previous experience working with various repositioning options (Section 18, Voluntary Conversion, RAD) with comparable sized housing authorities.
- V. Previous experience working with federal, state, or other local programs that are administered by other government agencies, or non-profit organizations.
- VI. Previous experience working with HUD RAD conversions to include those with limited or no rehabilitation debt.
- VII. Willingness to work as a team and develop and train HRA staff as to the conversion process, areas of concern, areas of opportunity, and managing general responsibilities.

3. PROPOSAL

Proposal Format: HRA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, HRA requests each proposer submit the following information.

1	Letter of Interest. A brief statement summarizing the experience of the firm. Include the contact’s name, title, address, email, and telephone number to be contacted for clarification or additional information regarding proposals.
2	Key Team Members: List of principals or key members of the firm who will be involved in the project, their background, experience, and qualifications specific to the requirements of the proposed project.
3	Previous Related Experience and Capacity: Give a brief history of the firm, including a list of similar projects completed or in progress by your firm. Include names and contact information from the companies



4	Approach, Timeline & Work Plan: Describe your philosophy, approach, and preferred methods for meeting the requirements as listed in the scope of services. Describe anticipated timeline and work plan to complete the proposed project phases.
5	References: Submit a minimum of three business references with whom your firm has completed similar or like services to those being proposed. The listing shall, at a minimum, include the following: the client's name, contact name, telephone number, e-mail address and a brief description and scope of the service(s) provided and dates the
6	Fees: Provide one cost sheet. Each cost sheet must list a "total cost" to provide the services as outlined, itemizing the cost by activity for Phase I and Phase II separately. Identify estimated reimbursables, if applicable. Please note, the information on fees should be clear if
7	Other Information (Optional Item): The proposer may include any other general information that the proposer believes is appropriate to assist
8	HRA Required Forms <ul style="list-style-type: none"> a. Section 3 Business Concern b. Instructions to Offeror Non-Construction, HUD-5369-A c. Non-collusion Affidavit

a. SUBMITTAL DEADLINE

All proposals MUST be received **no later than 4:00 p.m. on Monday, April 22, 2024**. Proposals may be submitted by email to Mary Kuna, Executive Director, mkuna@cchra.com.

HRA will date and time stamp all applications upon receipt. Under the competitive proposal selection process, submissions are not opened publicly. Proposals submitted after the deadline indicated above will not be accepted.

b. REQUESTS FOR INFORMATION

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to HRA Executive Director, Mary E. Kuna. Proposers must not make inquiry or communicate with any other HRA staff member or official pertaining to this RFP. Failure to abide by this requirement may cause HRA to not consider a proposal submittal received from any proposer who has not abided by this directive.

c. PROPOSAL EVALUATION

The following factors will be utilized to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal.



MAX POINT VALUE	FACTOR DESCRIPTION
25 points	Evidence of the proposer's ability to perform the work as indicated by profiles of the principals' and staffs' professional and technical competence/experience.
20 points	Timeline proposed and evidence of the proposer's capability to provide professional services in a timely manner.
20 points	Evidence of the proposers past performance and demonstrated knowledge in terms of quality of work and performance
20 points	Cost to provide services.
15 points	Interview with CKHA staff
100 points	Total Points

d. EVALUATION METHOD

- 1. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements).
- 2. Evaluation:** HRA staff will evaluate the responsive proposals submitted and award points subjectively pertaining to evaluation factors. Staff will contact references for the top three scoring proposals and may contact the proposers for additional information.
- 3. Recommendation:** HRA staff will make a recommendation to the Commissioners about the preferred candidate. HRA will determine the contract recipient.

IV. REQUIRED DOCUMENTS

1. Section 3 Business Concern Certification
2. Form HUD-5369 - A, Instructions to Offerors – Non-Construction.
3. Non-Collusion Affidavit

V. INSURANCE REQUIREMENTS

The selected firm must provide proof of the following insurance coverage. Liability coverage for all work covered under the RFP and naming the HRA as an additional insured in at least the amount of \$500,000 per claimant and \$2,000,000 for each incident.

1. Commercial General Liability
2. Product Liability including Completed Operations
3. Auto Owners, Hired or Leased
4. Worker's Compensation



5. Certification of non-debarment.

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

VI. CONTRACT AWARD

A. CONTRACT CONDITIONS

The following provisions are considered mandatory conditions of any contract award made by HRA pursuant to this RFP:

1. Contract Form: HRA will not execute a contract on the successful Offeror's form-contracts without HRA solicitor review.
2. Assignment of Personnel: HRA shall retain the right, in its sole and absolute discretion, to demand and receive a change in personnel assigned to the work to be performed pursuant to the contract if HRA believes that such change is in the best interest of HRA and the completion of the contracted work.
3. Unauthorized Sub-Contracting Prohibited: The successful Offeror shall not have the right to assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of HRA's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of HRA's Executive Director or designee shall be void and may result in the cancellation of the contract with HRA or may result in the full or partial forfeiture of funds paid to the successful Offeror because of the proposed contract; either as determined by HRA's Executive Director or designee.





HOUSING & REDEVELOPMENT AUTHORITIES
OF CUMBERLAND COUNTY

Better Places, Better Lives

PUBLIC HOUSING ASSET REPOSITIONING CONSULTANT PROPOSAL COVERSHEET

Date of Application: _____

Legal Name of Organization: _____

Address: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

Contact Email: _____

Fax: _____

Website: _____

TAX ID: _____

UEI: _____

Certifications

By signing this application, the following certifications are made:

1. The owner and its agents will comply with all applicable fair housing and civil rights requirements found in 24 CFR 5.105(1), including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the American with Disabilities Act, as applicable:

Authorized Signature: _____

Printed Name/Title: _____



NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Cumberland

I state that I am _____ [TITLE]of _____ [CONTRACTOR] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ [CONTRACTOR], its affiliates, subsidiaries, officers, directors and employees and have not, in the last four years, been convicted or found liability for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ [CONTRACTOR] understands and acknowledges that the above representations are material and important and will be relied on by the _____ [OWNER] in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the _____ [OWNER] of the true facts relating to the submission of bids for this contract.

(Signed) _____

Title

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

Notary Public

My Commission expires _____

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of Pennsylvania that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN
 Cumberland County Housing & Redevelopment Authorities

I. Basic Information

Name of Business/Company: _____
 Address of Business: _____
 Type of Business (corporation, partnership, sole proprietorship): _____
 Owner/Official Representative: _____
 Phone Number/Email Address: _____

II. Type of Section 3 Business Concern

The business listed above certified that it qualifies as a Section 3 business concern under the check-marked category below:

- _____ is 51% or more owned by Section 3 residents; or
 _____ whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or
 _____ provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

Income Limits 2023

# in Household	1	2	3	4	5	6	7
80% AMI (gross income)	\$55,900	\$63,900	\$71,900	\$79,850	\$86,250	\$92,650	\$99,050

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records and may be requested at any time by the Authorities. The certification is valid for a period of three (3) years.

III. Verification

The company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable the business to receive notification of contracting opportunities for future Section 3 covered projects. The applicant understand that this list may be accessed by the Housing and Redevelopment Authorities and its sub-grantees, contractors and developers working on Section 3 covered projects **YES [] NO []**

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____
 Name (print): _____ Title: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)