

Superior Housing Authority

REQUEST FOR PROPOSALS (RFP) Green Physical Needs Assessment and Energy Audits

The Superior Housing Authority (SHA) will accept competitive sealed proposals from a qualified firm to conduct a Green Physical Needs Assessment and Energy Audits for its 266 conventional public housing units located at two developments/sites (AMPs). The Green Physical Needs Assessment will be conducted in accordance with U.S. Department of Housing and Urban Development (HUD), Green Physical Needs Assessment Tool (GPNA) User Guide, and The Public Housing and Modernization Standards Handbook 7485.2. The Energy Audit will be conducted in accordance with 24 CFR Part 905, and energy codes.

All applicants must be familiar with building codes and the International Energy Conservation Code (IECC), as well as HUD's regulations. Deadline to submit proposals and credentials is **3:30 P.M. (CST) on June 12, 2024** at the address listed below. RFPs may be obtained by sending an e-mail request to rhonda@superiorhousing.org and the RFP is also available on our website at www.superiorhousing.org. All proposals should be mailed to:

Pam Benson, Executive Director
Superior Housing Authority
1219 N. 8th Street
P. O. Box 458
Superior, WI 54880

email address: PamBenson@superiorhousing.org

For information, contact Adam Ferg, Director of Technical Services, at (715) 718-8143. The SHA reserves the right to reject any or all proposals. The SHA is an equal opportunity employer and contracting agency.



Superior Housing Authority

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Superior Housing Authority

REQUEST FOR PROPOSALS (RFP)

Green Physical Needs Assessment and Energy Audits

I. Introduction and Background

The Superior Housing Authority (SHA) will accept competitive sealed proposals from qualified firms to conduct a Green Physical Needs Assessment and Energy Audits for its 266 public housing units and other facilities as listed in Attachment A. The Green Physical Needs Assessment will be conducted in accordance with U.S. Department of Housing and Urban Development (HUD), the GPNA User Guide, and The Public Housing and Modernization Standards Handbook 7485.2. The Energy Audits will be conducted in accordance with 24 CFR Part 905, and energy codes.

Note: See Attachment A – Development Breakdown Report for data needed to plan and cost the Green Physical Needs Assessment and Energy Audits.

The SHA maintains and operates approximately 266 residential dwelling units, office spaces, and storage areas at two different sites (AMPs) comprised of 75 buildings. The apartments range from one-bedroom 500 sq. ft. units to five-bedroom 2,880 sq. ft. units. The buildings range from one-story structures to two-stories. The SHA has utilized their Capital Improvement program to maintain and operate the buildings at an approximate cost of \$5,007,853.77 over the last three years.

Of the 266 residential dwelling units identified above, 265 are subsidized Faircloth units, while one, two-bedroom residential dwelling unit, located at 723 Bridge Avenue, is unsubsidized and over the Faircloth limit.

II. Project Objective

The purpose of this solicitation is to select a qualified firm to perform a Green Physical Needs Assessment (GPNA) and Energy Audits. The GPNA and Energy Audits will consist of a physical inspection of a sampling of all identified properties listed in Appendix A. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock including a random selection of units, common areas, offices, and program areas. The assessment will identify energy conservation measures and the cost savings that result from implementing the measures, and thereby reduce operating costs.

All identified physical improvements will meet or exceed HUD mandatory standards, and those established by local health, safety, and building codes.

At a minimum, the goal of the GPNA is to identify and provide a description of all

physical improvements that will be required to bring the property back to a level comparable with "as built", to the degree reasonably possible, based on available components and building age. The effort should provide the SHA with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

III. Scope of Services

The GPNA will consist of the Contractor providing the following services:

1. Updating a general assessment of the physical needs and costs for improvements of each low-rent housing project, community, administrative, and maintenance buildings and grounds as specified in the Public Housing Modernization Standards Handbook 7485.2.
2. Perform interviews as needed with knowledgeable SHA staff as to the existing documents, plans, building histories, maintenance records, REAC scores, etc. of each property.
3. Identify all development components that will be part of the assessment.
4. Establish a sampling methodology per property. The sample should also include at least 1 of each apartment size in each building type. Units must be distributed so that a variety of conditions will be evaluated (top floor units, corner units, areas where weathering occurs, etc.). Within each development, a sampling of ten percent (10%) of dwelling units, twenty percent (20%) of dwelling buildings, 100% of non-dwelling structures, and 100% of the sites must be completed. Within the unit sampling, a minimum of 50% of Section 504 designated units will be inspected.
5. Establish a methodology that will sample common lobby areas and corridors.
6. Establish a plan to inspect 100% of sites, all systems, paving and grading, building exteriors/envelope, finishes, program areas, offices, basements, utilities, laundry facilities, warehouse(s), multi-purpose building(s), mechanical areas, sprinklers, emergency systems, security, crawl spaces, etc. Please note if individual units have individual HVAC, basements, etc., then these will be part of the 10% sample, except in cases where there may be a typical component which should be assessed individually.
7. Perform walk-through inspections of each development and other SHA properties to ascertain the condition of the property; immediate critical and non-critical needs; code compliance; expected repair, replacement, and major maintenance needs; and total estimated cost to complete such items. The assessor will record the data on the HUD Green PNA approved data collection forms or Capital Needs Assessment electronic

tool (CNA e-Tool) for site, building exterior, building systems, unit, and common areas.

8. Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead and new energy code compliance.
9. As part of the assessment, each individual component will receive an estimate of Expected Useful Life (EUL).
10. As part of the assessment, each individual component will be provided with a replacement cost on an individual component and for a total of those components. (Ex: per window and per window times all similar windows).
11. Identify work items needed and costs for implementation to make selected units accessible and usable by the disabled as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or American with Disabilities Act (ADA) requirements will be inspected to assure the components are functioning per their purpose. Note: A regulatory compliance review is not required for these units or areas, just a functionality and EUL assessment.
12. Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into Green Physical Needs Assessment.
13. The assessment is of observable components and destructive testing is not anticipated and would only occur with prior Agency approval.
14. Any deficiencies that are identified and which could have an impact on health and safety will be brought to the attention of the SHA immediately.
15. The Contractor will develop a Comprehensive Costing Library. Professional/certified cost estimating utilizing RSMeans is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD Green PNA Tool or Capital Needs Assessment electronic tool (CNA e-Tool). The comprehensive cost and EUL component library must contain descriptions and reference information.
16. The Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g. Kitchens, Bedrooms, etc.)* costing without specific work item costing is unacceptable. Contractor shall show a line item prioritization as recommended by HUD. All data will be entered into the HUD GPNA tool or

Capital Needs Assessment electronic tool (CNA e-Tool). All data fields in the GPNA tool or Capital Needs Assessment electronic tool (CNA e-Tool) must be collected, and inputted by Contractor into GPNA tool or Capital Needs Assessment electronic tool (CNA e-Tool). Missing or incomplete data is unacceptable.

Report Preparation

1. Upon completion of the inspections, the Contractor will provide a report to the SHA in narrative and spreadsheet forms that meets HUD and SHA requirements and will be in both paper and electronic format per HUD requirements. The draft report will contain the Green Physical Needs Assessment results including Energy Conservation Measures (ECM) from energy audits, and will be submitted to the SHA for review and comments. The report shall include the following topics.
 - Any repair items that represent an immediate threat to health and safety.
 - Any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.
 - Separate HUD Form 52828/52829, Green Physical Needs Assessment for each asset management property/development assessed. Attach to each report, color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems.
 - Executive Summary.
2. The Contractor will prepare final report using input provided by the SHA.

Energy Audits

Objectives of the audits are to identify energy conservation measures (ECM); determine costs to implement each ECM and the cost savings that result from implementing the measures. Additionally, the audits should identify any compliance, health, or safety issues related to energy improvements. Each development will require a non-investment grade ASHRAE Level 2 energy audit conducted and a report. The energy audits will include the following:

A. Data Collection

Sources of information for identifying Energy Conservation Measures (ECMs), as a minimum, shall include the following:

1. Prior energy audit reports (if available) and physical needs assessments (if available).
2. Energy consumption and cost information from gas, electric, and oil suppliers, water and sewer consumption, for SHA paid utilities as well as, tenant held accounts, if available. At least one (1) year of energy bills, but three (3) years is preferred, to be reviewed.
3. Architectural, mechanical, and electrical drawings and

specifications for housing developments, administrative offices, and other buildings.

4. Documentation on SHA's modernization program (Capital Fund).
5. Walk-through inspections of a reasonable sample of each type of dwelling unit in each housing development. Sample will be 10% of all residential unit in all developments. However, all sites and building and unit types must be surveyed by a certified HERS Rater, state certified energy auditor, or other professional approved by HUD. The energy walk through survey must include Core Energy Conservation Measures (ECM) which has a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g. insulation); heating, cooling and other mechanical systems; water conservations; power, lighting systems, and controls (e.g. CFL); and appliances (e.g. ENERGY STAR). Advanced ECMs which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies and renewable energy systems (solar, geothermal) may be considered. Advanced ECM recommendations must be cost-effective per HUD requirements.
6. Results of the walk-through inspections will be used to record qualitative information on and/or other enhanced Energy Survey forms. Contractor must provide data to complete said forms or a set of completed forms.
7. Conduct interviews of selected property, maintenance and modernization personnel and residents to determine problem areas and concerns.

B. Data Analysis

The Contractor shall provide:

1. For each of the ECMs identified above, document information on energy audit data collection forms and calculate savings in consumption and dollars, as well as, payback period. Benchmarks for all energy usage must be developed in order to determine consumption usage comparisons to HUD Typical Unit Consumption usage. Contractor must use the HUD Residential Energy Use Benchmarking Tool or other government approved software. At minimum, ECMs must be categorized into pay back periods of 5 years or less, 5 to 10 years, and greater than 10 years.

2. Recommendations on ECMs to be implemented and prioritized.
3. Preparation of summary listing of all ECMs identified for each of the housing developments.

C. Report Preparation

The Contractor shall:

1. Prepare draft report on energy audit results, and submit to the SHA for review and comments. Report shall include the following topics:
 - Audit objectives and methodology.
 - Narrative on overall results and recommendations of audit, description of ECMs, recommended priority for implementation, and summary of testing conducted on units.
 - Energy Audit Summary of Results for each housing development. This summary will include the following:
 - Title of ECM
 - Applicability to Development
 - Detailed Cost Estimates
 - Expected Useful Life (EUL)
 - Annual Savings in Consumption and Dollars
 - Payback Period by years or categories
 - Recommendations
 - Energy data collection forms
 - Cost/benefit worksheets utilizing HUD guidelines showing consumption and dollar savings, and benchmarking results for each recommended ECM and payback period
2. Prepare final report using input from the SHA.

IV. Deliverable and Schedule

Deliverables:

1. Hard copy and 1 electronic copy shall be submitted by the Contractor in a "flash or thumb drive" of the Draft Report of the Green Physical Needs Assessment Results and Energy Audits.
2. Hard copy and 1 electronic copy shall be submitted by the Contractor in a "flash or thumb drive" of the Final Report of the Green Physical Needs Assessment Results and Energy Audits.
3. The Contractor will provide the SHA with a copy of the HUD's Green Physical Needs Assessment Tool (GPNA) or Capital Needs Assessment electronic tool (CNA e-Tool) with all the SHA's PIC Data, GPNA Inspections, Comprehensive Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

Schedule:

1. The Draft Report of Physical Needs Assessment and Energy Audits Results are to be received by the SHA no later than ninety (90) days from date of Notice to Proceed.
2. The Final Report of Physical Needs Assessment and Energy Audit Results are to be received by the SHA no later than one hundred twenty (120) days from the date of Notice to Proceed.
3. All reports are to be sent to:

Pam Benson, Executive Director
Superior Housing Authority
1219 N 8th Street
P.O. Box 458
Superior, WI 54880

V. Submission Requirements and Pricing

Interested proposers must respond with a technical and price proposal with:

1. Detailed description of how proposed services as stated in this RFP will be provided.
2. Listing of the deliverables the SHA will receive.
3. Proposals demonstrating an understanding of the required services of this solicitation, meeting HUD policies, guidelines, and procedures governing the administration of a Public Housing Agency related to services being proposed, and references.
4. Provide written evidence of the firm's ability to perform the services.
5. Summary profiles of the firm's principals, staff, and associates, including any required certifications.
6. Fixed Price to provide all the proposed services.

The SHA will accept a mailed, delivered, or emailed proposal until **3:30 p.m. (CST) on June 12, 2024.**

Please address proposals to:

Pam Benson, Executive Director
Superior Housing Authority
1219 N 8th Street
P.O. Box 458
Superior, WI 54880

Email proposals to: PamBenson@superiorhousing.org

RFP Clauses

1. **Subject to Other Documents.** The contract is subject to the terms and conditions of the State of Wisconsin, as they exist at the time the agreement is signed. Additionally, the contract is subject to terms and conditions in Form HUD 5369-C and Form HUD 5369-B.
2. **Binding Effect.** The contract shall be binding upon and shall inure to the benefit of the successors and the assigns of the SHA, and to the heirs and personal representatives of the consultant.
3. **Conflict of Interest.** The selected Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.
4. **Award of Contract.** The award shall be made to the responsible party whose proposal is most advantageous to the SHA, taking into consideration the evaluation factors set forth in this request for proposals.
5. **Envelopes/Cover Page.** Proposal envelope and/or email cover page shall be clearly marked to indicate that a proposal is enclosed. Please identify at lower left-hand corner of envelope or top of the email cover page "Green Physical Needs Assessment Proposal."
6. The Contractor warrants adhering to civil rights, equal opportunity, fair housing, and Section 3 regulations.
7. **Responsibility.** It shall be the responsibility of the firm to see that the SHA receives their proposal by the date and time set for the opening of the proposals. Proposals received after the time stated shall not be considered.
8. **Rejection of Proposals.** The SHA reserves the right to accept or reject any or all proposals that are determined to be non-responsive.

VI. Eligibility to Submit Proposal

In order to be considered eligible to submit a proposal, each organization, individual, or firm must submit written evidence with its proposal, demonstrating that it fulfills the following eligibility criteria:

1. The proposer has a minimum of one year experience working for or contracting with housing agency(ies) and/or related housing or government agency(ies). Must have experience in conducting physical needs assessments, energy audit/utilities studies, multi-family building code inspections, the Capital Fund Program, and/or other public housing programs.

2. The proposer and staff utilized in this engagement must have at least five years of experience with, inspections of building systems, roofs, structural components, living spaces, plumbing, electrical, HVAC, building envelope, emergency systems, elevators, community and program spaces, offices, grounds and other amenities, demonstrated track record of other contracts or similar services, minimum five years' experience with cost estimating, knowledge of applicable local and state building codes and ordinances, and knowledge of Section 504 and American with Disabilities Act.
3. Energy Auditor must hold a current, valid certification from our state energy audit certifying agency or a nationally recognized energy audit certification provider (e.g. HERS Energy Rater).
4. Proposer must provide a minimum of 2 references with telephone numbers of housing agencies or multi-family properties where similar work was performed.
5. Proposer must provide a certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

VII. Evaluation Factors for Award of Contract

In addition to eligibility criteria and other requirements addressed in this RFP, each of the following factors should be addressed, as they will be considered when determining the contract award:

1. Verifiable and successful experience in performing Green Physical Needs Assessments and Energy Audits testing for public housing agencies. **(20 points maximum)**.
2. Approach and experience in conducting green physical needs assessment and energy audits. **(20 points maximum)**
3. Staff. Description of organization's staff and experience in HUD capital improvement programs, facility inspections, cost estimating, green, physical needs assessments and energy audit projects, and copies of required certifications. **(20 points maximum)**
4. Timing. Proposers shall describe start and schedule of activities to be performed. **(15 points maximum)**
5. Total Responsiveness to RFP **(10 points maximum)**
6. All proposers must carry the following insurance policies: required workmen's compensation, general liability, and professional liability of no less than \$1 million and non-owners auto insurance. Please provide

evidence of insurance. **(5 points maximum)**

7. Fixed Price. Total Price of services to be provided shall be described. Include hourly rates by position, total labor and travel expenses. **(10 points maximum)**

VIII. MATERIALS

The Contractor will provide all assessment and other related materials and equipment and/or software necessary for the execution of this contract. SHA shall provide access to the HUD Green Physical Needs Assessment (GPNA) tool software program.

IX. PAYMENT OF CONSULTANT/CONTRACTOR FEES

Upon execution of contract, Contractor shall receive initial payment for start-up labor, materials, and miscellaneous expenses. Thereafter, contractor shall submit itemized invoices to the SHA on a monthly basis. Contractor's invoices shall be processed and payment made to the contractor in accordance with the policy and procedure of the SHA.

X. AWARD OF CONTRACT

It is anticipated that a committee consisting of the Executive Director, Director of Technical Services, and an additional representative from the Superior Housing Authority will evaluate the proposals that are received. All proposals will be evaluated on eligibility criteria and factors for awards previously stated above.

XI. ATTACHMENTS

- A. Development Breakdown Report - Attachment A
- B. Debarment Certification Form (signed form to be submitted with proposal)
- C. Sample Contract
- D. Form HUD-5369-B, Instructions to Offerors—Non-Construction
- E. Form HUD-5369-C, Certifications and Representations of Offerors—Non-Construction Contract (signed form to be submitted with proposal)

Attachment A – Development Breakdown Report

Residential Number of Units Breakdown:

Property Name	Bedroom Size							Total Units per Property	504 Bedroom Size							Total 504 Units per Property
	0	1	2	3	4	5	6		0	1	2	3	4	5	6	
AMP I																
Park Place		47	80	17	6			150								0
Scattered Elderly		60						60	6							6
A.B. Peterson Estates			15	6	4	2		27		4		1				5
AMP II																
Billings Park Villa		28						28	12							12
723 Bridge – unsubsidized			1					1								
Total Units		135	95	23	10	2		266	18	4		1				23

Other Buildings (located in above developments or independently):

Type/Function of buildings:	Total Number of buildings (All locations):	Notes/Comments:
Office/Administrative	__1__	Administration Building
Community/Multi-purpose	__1__	Peter Rich Community Center
Maintenance/Warehouse	__3__	Maintenance Facility, 2 Storage Buildings (N. 17 th storage, N. 16 th storage at BPV)
Laundry/Special Purpose	__1__	Combination Laundry/Community Space (BPV)
Other: _____	__1__	Daycare
Other: _____	__68__	Dwelling Structures (total both AMPs)

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- a. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- b. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state or local) terminated for cause or default.
- e. The Contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number: _____
_____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20_____

By _____
Authorized Signature for Contractor

Printed Name and Title

SUPERIOR HOUSING AUTHORITY
1219 N. 8th STREET
P.O. BOX 458
SUPERIOR, WISCONSIN 54880
(715) 394-6601

Contract # SHA-M24-002

FORM OF CONTRACT

THIS AGREEMENT made this _____ by and between **Contractor** and doing business under the laws of the State of Wisconsin hereinafter called the "Contractor" and the Superior Housing Authority, called the "SHA."

WITNESSETH: That the Contractor and SHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, miscellaneous materials, equipment and services, and perform and complete all work required for "**Green Physical Needs Assessment and Energy Audits**".

Materials and workmanship to be accomplished as per specifications attached hereto and incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The SHA accepts the base contract amount of \$ _____. Annual updates throughout the term of this contract will apply upon SHA request only. Cost for annual update services shall not exceed eight (8) hours per development and charged out as per the hourly rates stated in the Contractor's Proposal.

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- A. This instrument
- B. RFP
- C. Proposal as accepted by SHA

ARTICLE 4. Contract Period. The Contract period shall begin _____. This instrument together with the other documents enumerated in Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the Contract.

WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two (2) original counterparts as of the day and year first above written.

Contractor
Address
City, State, Zip

Superior Housing Authority
1219 N. 8th Street
Superior, WI 54880

Contractor Signature

Executive Director

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

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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: