

Public Housing Asset Repositioning Consultant Request for Proposals (RFP)

RFP Available Monday, October 16, 2023

RFP Deadline 4:00 p.m. EST Thursday, November 16, 2023



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Charleston, WV 25387
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www.ckha.com



Contents

I. GENERAL INFORMATION	1
A. INTRODUCTION.....	1
B. OBJECTIVE.....	1
C. CKHA’S RESERVATION OF RIGHTS-RIGHT TO REJECT, WAIVE, OR TERMINATE THE RFP	2
II. SCOPE OF WORK	2
A. STATEMENT OF WORK.....	2
B. PREFERRED QUALIFICATIONS	3
III. PROPOSAL.....	4
A. SUBMITTAL DEADLINE	4
B. REQUESTS FOR INFORMATION.....	5
C. PROPOSAL EVALUATION.....	5
D. EVALUATION METHOD	5
IV. REQUIRED DOCUMENTS	6
V. INSURANCE REQUIREMENTS.....	6
VI. CONTRACT AWARD.....	6
A. CONTRACT CONDITIONS.....	6
B. CONTRACT PERIOD	7
PUBLIC HOUSING ASSET REPOSITIONING CONSULTANT PROPOSAL COVERSHEET	8

ASSET REPOSITIONING CONSULTANT REQUEST FOR PROPOSALS (RFP)

I. GENERAL INFORMATION

A. INTRODUCTION

Charleston-Kanawha Housing Authority (CKHA) is a public housing agency established in 1939. The agency's main office is located at 1525 Washington Street West, Charleston, WV 25387.

CKHA's mission is to provide every resident with a decent, safe, affordable place to live while linking or providing programs that will assist them on their journey to self-sufficiency.

CKHA is headed by a Chief Executive Officer 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. There are approximately 70 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.

CKHA assists eligible families address their housing needs through a variety of housing programs including Low Rent Public Housing and Housing Choice Vouchers (HCV). CKHA owns and operates 1,151 units of public housing at 12 sites and assists over 3,000 families through the HCV program in Kanawha, Putnam, and Clay Counties.

Charleston-Kanawha Housing Authority operates a non-profit instrumentality, Housing Innovations Corporation (HIC) a 501 (c) (3) entity, created in 2005 to serve as CKHA's development and management component. In 2007, CKHA began to redevelop its severely distressed public housing sites through the Low-Income Housing Tax Credit program. To date, a total of ten phases have been completed, representing an investment of \$75 million, resulting in 396 new units of affordable housing. All units are managed by HIC, including 204 through the Project-Based Voucher program.

In 2021, CKHA was selected as a Moving to Work (MTW) agency under Cohort II, Stepped/Tiered Rent Demonstration program.

For more information on CKHA please visit the Housing Authority website at www.ckha.com.

B. OBJECTIVE

Charleston-Kanawha Housing Authority is requesting proposals from consultants to assist CKHA 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. CKHA'S RESERVATION OF RIGHTS-RIGHT TO REJECT, WAIVE, OR TERMINATE THE RFP

CKHA 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 CKHA to be in its best interests.

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

Right to Terminate. CKHA 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. CKHA 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. CKHA 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. CKHA reserves the right to retain all written proposals submitted to CKHA 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. CKHA may permit the withdrawal of proposals when requested in writing by the Offeror.

Right to Reject Any Proposal. CKHA 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. CKHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

Right to Prohibit. CKHA 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 CKHA permit modification to a Proposal after the submission deadline.

Affirmative Action. CKHA 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.

II. SCOPE OF WORK

A. STATEMENT OF WORK

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

Assist CKHA with determining the feasibility of public housing repositioning options for the 1,135 public housing units across 14 AMPs owned by CKHA.

CKHA'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 CKHA 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 CKHA Staff and Commissioners on recommendations.

Phase II

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

- a. Educate CKHA 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 CKHA 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 CKHA. The Consultant will help to resolve any outstanding issues and guide CKHA 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

CKHA 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 CKHA staff as to the conversion process, areas of concern, areas of opportunity, and managing general responsibilities.

III. PROPOSAL

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

Section	Description
1	Letter of Interest: A <u>brief statement</u> summarizing the experience of the Respondent. 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 that the services were performed for.
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 services were provided.
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 there is a difference for the various types of conversion options.
7	Other Information (Optional Item): The proposer may include any other general information that the proposer believes is appropriate to assist CKHA in its evaluation.
8	CKHA 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 Thursday, November 16, 2023**. Proposals may be submitted by mail or email.

Attn: Jeff Knight, Chief Operations Officer
 Charleston-Kanawha Housing Authority
 P.O. Box 86
 Charleston, WV 25321-0086

Or by e-mail to: jknight@ckha.com

CKHA 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. Delays in mail service or other methods of delivery will not excuse a late proposal delivery.

B. REQUESTS FOR INFORMATION

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to CKHA CEO Mark E. Taylor and/or Jeff Knight, COO only. Proposers must not make inquiry or communicate with any other CKHA staff member or official pertaining to this RFP. Failure to abide by this requirement may cause CKHA 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 timelines.
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:** CKHA 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:** CKHA staff will make a recommendation to the Commissioners about the preferred candidate. CKHA 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 the CKHA pursuant to this RFP:

1. Contract Form: The CKHA will not execute a contract on the successful Offeror's form-- contracts will only be executed on the CKHA form, or any other form substantially approved as to form and substance by CKHA and by submitting a proposal in response to this RFP, the successful Offeror agrees to do so (please note that the CKHA reserves the right to amend this form as the CKHA deems necessary).
2. Assignment of Personnel: The CKHA 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 the CKHA believes that such change is in the best interest of the CKHA 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 the CKHA CEO or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of the CKHA CEO or designee shall be void and may result in the cancellation of the contract with the CKHA 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 the CKHA CEO or designee.

B. CONTRACT PERIOD

The CKHA anticipates that it will award a contract for the duration of the repositioning process.



PUBLIC HOUSING ASSET REPOSITIONING CONSULTANT PROPOSAL COVERSHEET

Date of Application: _____

Legal Name of Organization

Address

City, State, Zip

Phone

Fax

Web site

Name of contact person regarding the application

Title

Tax ID Number

Email

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 Americans with Disabilities Act, as applicable.

Authorization

Authorized Signature: _____

Printed Name/Title: _____





Charleston-Kanawha Housing Authority
P.O. Box 86 • Charleston, West Virginia 25321-0086
1525 Washington Street, W • Charleston, West Virginia 25387
304-348-6451 • Fax 304-348-6454 • TDD 304-348-6840

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation Partnership Sole Proprietorship
 Joint Venture Limited Liability Corporation (LLC)

Select from *ONE* of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (an individual making \$37,200 or less annually).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (individuals making \$37,200 or less annually, residents of public or Section-8 assisted housing or YouthBuild participants).

OR

This business **would not** meet criteria for Section 3 Business.





Charleston-Kanawha Housing Authority

P.O. Box 86 • Charleston, West Virginia 25321-0086
1525 Washington Street, W • Charleston, West Virginia 25387
304-348-6451 • Fax 304-348-6454 • TDD 304-348-6840

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to CKHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within 12 months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

Eligibility - The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of household size.

Individual Income Limits

FY 2023 Income Limit Area	Income Limit Category	FY2023 Income Limits
	Extremely Low Income Limits (30%)	\$14,800
Charleston, WV HUD Metro	Very Low Income Limits (50%)	\$24,650
FMR Area	Low Income Limits (80%)	\$39,350

****CKHA Staff Responsible for reporting:** _____

****PROJECT/FUNDING SOURCE (exp. Operating)** _____

****Specific Project Name or # (from Bid)** _____

Is the business a Section 3 business concern based upon their certification?

YES NO

CONTRACT START DATE: _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.



**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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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)

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

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

Notary Public Signature

My Commission Expires: _____