



# HOUSING AUTHORITY

*of the City of Beaumont, Texas*

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## REQUEST FOR QUALIFICATIONS

### **RFQ NO. 17-005**

Beaumont Housing Authority (BHA) hereby requests qualifications from qualified professional firms interested in providing HQS/UPCS Inspection Services for The Housing Choice Voucher Program,

Prospective offerors desiring any explanation or interpretation of the solicitation must request it at least ten (10) days before the scheduled due date of the Request for Qualifications (RFQ). The request must be addressed to Paula Nicholas, at the address stated below, or by email to [nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org). Any information given to a prospective offeror concerning this RFQ will be published on the web site WWW.BMTHA.ORG under the 'Business Opportunities' heading promptly as a written amendment / addendum to the RFQ so that all prospective offerors will receive the same information that is furnished to any one of the offerors.

The qualifications & proposal must be submitted in an enclosed sealed envelope and labeled as follows:

### **RFQ TO PROVIDE HQS/UPCS INSPECTION SERVICES TO THE HOUSING CHOICE VOUCHER PROGRAM**

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**NAME OF PROPOSER**

**REQUEST FOR QULIFICATIONS NO. 17-005**

**PROPOSAL DUE DATE AND TIME:**

**May 29<sup>th</sup>, 2017 4:00PM C.S.T.**

**QUALIFICATIONS MUST BE ADDRESSED TO:**

***Paula Nicholas, Procurement Specialist  
BEAUMONT HOUSING AUTHORITY  
1890 LAUREL  
BEAUMONT, TEXAS 77701***

Qualifications must reach the BHA at the above address no later than May 29th, 2017, 4:00PM C.S.T.. Late submissions will not be considered for award of contract.


**RFQ NO. 17-005**

Qualifications will be evaluated on the criteria stated in the RFQ. Negotiations may be conducted with offerors who have a reasonable chance of being selected for the award. After evaluation of the proposal revisions, if any, the contract will be awarded to the responsible firm(s) whose qualifications, including price and other factors considered are the most advantageous to the BHA.

The BHA reserves the right to reject any and all qualifications.

The BHA reserves the right to extend the contract of the successful proposer(s) for two additional years depending on funding availability and contract performance.

4-20-2017  
Date

  
Robert L. Reyna  
Contracting Officer  
Beaumont Housing Authority

Following are the key dates associated with this Request for Qualifications:

- |   |                             |
|---|-----------------------------|
| a. Board Resolution for hiring new inspection firm                      | March 28, 1017              |
| b. Release of the RFQ to public thru the newspaper<br>And our web site. | May 3, 2017 AND May 7, 2017 |
| c. Deadline for submitting qualifications                               | May 29 2017                 |
| Contract Award (estimate)   | June 1, 2017                |
| d. Execute new contract   | June 7, 2017                |
| e. Contract Services Begin Date   | July3, 2017                 |

**PROPOSAL OFFERING TO PROVIDE HQS/UPCS INSPECTION SERVICES TO THE  
BHA FOR ITS HOUSING CHOICE VOUCHER PROGRAM**

**RFQ NO. 17-005**

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## 1.0 INTRODUCTION

### **Background**

The Beaumont Housing Authority (BHA), issuer of this RFQ, is primarily funded by the Federal Government and is subject to the rules and guidelines of the United States Department of Housing and Urban Development (HUD).

The Authority's purpose is to provide decent, safe and sanitary housing for low-income families and/or individuals in the City of Beaumont, TX 77701.

The Beaumont Housing Authority is identified under HUD ACC as Project No. TX023. Its programs include:

#### ***Section 8 Housing Choice Voucher (HCV)***

*Under Section 8 Housing Choice Voucher program, the Authority provides assistance to lower income families while renting privately owned dwelling units in decent, safe and sanitary conditions. There are 2,067 units/families certified under the HCV program.*

The BHA is requesting qualifications from qualified and experienced firms who have a demonstrated track record in successfully performing residential property inspections in accordance with:

- Federal Housing Quality Standards (HQS) for the BHA Section 8 HCV and Mod Rehab programs, and Federal Uniform Physical Condition Standards (UPCS) for the BHA and RCHP programs.

The BHA is seeking the services of one firm (UPCS/HQS) for inspection services; The term of the contract will be negotiated for a period not to exceed 24 months. BHA reserves the right to extend the contract for up to 3 additional 12 month periods contingent upon availability of funds and satisfaction of service(s) provided by contractor(s). The contractor(s) may refuse the 12-month contract extension by giving written notice of such refusal to the Contracting Officer of the Beaumont Housing Authority.

The BHA is contemplating the award of a professional services contract.

Any questions regarding the Request for Qualifications should be in writing and directed to:

Paula Nicholas [[nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org)]  
Procurement Specialist  
City of Beaumont Housing Authority  
1890 Laurel  
Beaumont, TX 77701

## 2.0 SCOPE OF WORK

(See Attachment A)

### I. SCOPE OF SERVICES

New Contract for inspections to begin July 3rd, 2017

The selected firm shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the Inspection function (including scheduling, notification, inspections, quality control, reporting). A **Scheduling of Inspections**

The selected firm will be responsible for scheduling all inspections in accordance with industry best practices and the agreed SOP. The selected firm will be responsible for the costs of scheduling the inspections (forms, telephone costs, stamps, etc.) and associated notifications.

#### a. **Initial Inspections**

- i. The Firm will make contact by telephone with landlords or their designee within 48 hours of receipt of a Request for Tenancy Approval (RFTA) from BHA to schedule the initial inspection. If the Firm is unable to make contact with the landlord after two documented unsuccessful attempts by phone, the firm will contact BHA.
- ii. The Firm will complete the first attempt to complete each Initial Inspection within 5 business days of receipt of scheduling information from BHA (excluding BHA observed holidays).
- iii. Initial Inspections and associated Re-inspections must be scheduled by speaking to the owner or their designee. No inspection or re-inspection may be scheduled by leaving messages on voice mail. No inspections or re-inspections will be scheduled with the tenant.
- iv. Firm will also provide BHA a monthly report identifying those inspections attempted and completed.
- v. For Initial Inspections and Initial Re-inspections, BHA will email the Firm to schedule the day of the inspection. If owner/designee is not at the property at the scheduled time, the inspector shall wait 15 minutes before leaving the property. This will constitute one scheduled attempt in a two scheduled attempt maximum inspection criteria. If the unit does not pass at the second scheduled attempt, the Firm will contact BHA. The Firm will complete all initial Re-inspections within 3 business days of notification by the landlord that the unit is ready for re-inspection. The Firm will be responsible to return a completed BHA inspection form within 3 business days (excluding BHA observed holidays) from completion of a "pass" inspection. This information will be attached chronologically by date.

#### b. **Notifications**

- i. All notifications, regardless of type, must be at a minimum the following information:
  1. Date notification was printed
  2. Name and complete mailing address of landlord/agent
  3. Name and complete mailing address of client
  4. Type of Inspection/Re-inspection
  5. Date of Inspection/Re-inspection
  6. Scheduling Timeframe of Inspection/Re-inspection (military time will not be accepted)
  7. If this is a "Deficiency Notification," provide a complete detailed listing of all deficiencies identified during the inspection.
  8. Name of inspector
  9. Contact telephone number
- ii. Include any BHA provided insert(s) with all Annual Inspection notifications at no additional cost to the BHA. Examples of these inserts include, but are not limited to:

“Common Reasons Your Unit Will Fail” and any changes to the BHA Administrative Plan that affect the HQS process. The BHA provided inserts will not exceed two front and back sheets of paper that equal four pages.

- c. **Annual Inspections**
  - i. Mail all notices by US 1<sup>st</sup> class mail no less than 21 days prior to the scheduled inspection date.
  - ii. Complete, not schedule, all annual inspections no later than 320 days from the last passing inspection date from the previous year, unless authorized by the BHA.
  
- d. **Quality Control Inspections**
  - i. Mail all notices by US 1<sup>st</sup> class mail no less than 21 days prior to the scheduled inspection date.
  - ii. Complete, not schedule, all annual inspections no later than 320 days from the last passing inspection date from the previous year, unless authorized by the BHA.
  
- e. **Re-inspections**
  - i. Complete all Initial Re-inspections within 3 business days (excluding the BHA observed holidays) of notification by the owner the unit is ready for Re-inspection. Conduct and prepare all inspection reports to indicator 5 & 6 as required for SEMAP.
  - ii. Complete all non-emergency annual and/or quality control re-inspections within 30 days from the last passing date from the previous year, unless authorized by the BHA.
  - iii. Complete re-inspections of all life threatening fail items within 24 hours of first inspection
  
- f. **All Inspections**
  - i. All physical inspections will be conducted in accordance with Federal Housing Quality Standards, the Lead Safe Housing Regulations and BHA Administrative Plan. The contractor may use paper inspection forms or handheld/computer data collection devices, as approved by the BHA.
  - ii. Schedule inspections and prepare and issue all inspection appointment notification letters in accordance with the HQS Procedures Manual.
  - iii. Schedule all inspections, regardless of type, with an inspection appointment window time of no more than 3 hours. No inspection shall be performed outside of the scheduled appointment window. Any inspection attempt outside the designated 3-hour time frame will be done at contractor’s own risk.
  - iv. Modify the BHA data processing system with updated inspection information from the vendor’s system. At a minimum, the inspection dates and results must be transferred to the BHA computer system (currently HAB/Encompass).
  - v. Assess who is responsible for damages (tenant responsibility or landlord responsibility) for every failed item listed on all deficiency reports or correspondences.
  - vi. Send all notifications and related follow-up correspondence, to both landlord and tenant by *US Postal Service 1<sup>st</sup> class mail*, including pass or fail notifications, reschedule notifications and no-show notifications. Forward similar copies electronically to the email addresses, if provided, of both landlord and tenant. Include re-inspection dates and times in all inspection results correspondence.
  - vii. Complete one attempt for each no-show inspection prior to issuance of abatement notification to the owner.
  - viii. Complete one attempt for each non-emergency “fail” inspection prior to issuance of abatement notification to the owner.
  - ix. Upon completion of any inspection, electronically deliver to the BHA, a complete package of all documents for each inspection within 2 business days (excluding weekends, and the BHA observed holidays) from completion of a “pass” inspection. This information will be attached chronologically by date. These documents are as follows:
    - 1. A properly completed HUD Inspection Form 52580
    - 2. Copies of any deficiency reports and letters
    - 3. Copies of telephone log reflecting all communication with landlord
    - 4. Copy of any letters sent to contact landlord
    - 5. Copies of “no show” inspection notices

- x. Upon completion of initial and annual inspections, collect and report Rent Reasonableness and Utility Allowance information using BHA's forms. Compare RFTA to confirm that utility information is accurate.
- xi. Submit Inspection Performance Summary Reports on a monthly basis in format agreed to by the BHA. Please provide copies of the reporting that you would suggest.
- xii. Complete and deliver on a monthly basis to the BHA all reporting requirements for inspections under the Section Eight Management Assessment Program (SEMAP).
- xiii. Perform daily electronic "back-up" of all inspection data from the beginning of contract performance period to "present" to prevent loss of data.
- xiv. Develop and implement a quality control program that exceeds the minimum standards required under 24 CFR 985.2, 24 CFR 985.3 (e) and (f) for all inspections conducted on a monthly basis.

**g. Other Duties**

- i. Develop and submit to the BHA for approval, within 14 calendar days of contract execution, Standard Operating Procedures (SOP) for inspection processes described herein, including all forms and form letters to be used. SOP must demonstrate to the BHA's satisfaction the contractor's ability to provide all services as requested. The BHA is open to recommendations for changes to the BHA Administrative Plan that will increase the efficiency of the inspection process.
- ii. Attend monthly meetings with the BHA to ensure contract compliances when required.

**A. Inspections for the BHA UPCS (when implemented by HUD) for HCV programs using Federal Uniform Physical Condition Standards**

- a. The Inspection Standard shall be:
  - i. Firm to use U.S. Department of Housing and Urban Development (HUD) Public Housing Assessment Systems (PHAS) Real Estate Assessment Center (REAC) Protocol and Uniform Physical Condition Standards (UPCS), with REAC minimum scoring summaries per property.
- b. Inspection Services consist of:
  - i. Inspecting all items interior and exterior required to be inspected under a completed UPCS annual inspection.
  - ii. Inspections will address all UPCS Inspections Areas, including, (1) Site, (2) Exteriors, (3) Systems, (4) Common Areas, (5) Unit Interiors, and (6) Health and Safety.
  - iii. The actual number of units inspected will be based upon the total number of units at a property and will include all units on the property, both occupied and vacant.
  - iv. A minimum of the PHAS-required 2 attempts to inspect all units.
  - v. The review, with the full cooperation of BHA personnel, of all physical certifications required under PHAS to include: boilers, elevators, fire alarms, lead based paint and sprinkler systems. Verify the existence of these certifications and their suitability under PHAS requirements. Verify the existence of lead based paint disclosure forms through a random sampling of resident files in each development.
- c. The following Issued Reports will be delivered to the BHA
  - i. Health and Safety reports
    - 1. All exigent Health and Safety defects, as defined by REAC, and will be specifically documented to PHA on a daily basis.
  - ii. Detailed deficiency report.
    - 2. This report should include all level 1, 2 and 3 deficiencies for each unit and each unit's common area, site building system and exterior inspected including comments for location. This report should include all deficiencies location and comments.
  - iii. Unit deficiency review report.

**B.**

- i. A single sheet report for each unit should include all level 1, 2 and 3 deficiencies.
  - 2. This report will be a unit-by-unit report purposed for the file of each resident's file.
- ii. Scoring report
  - 1. This report should include an estimated score for each development.



2. This report should also include an overall housing authority score.
- iii. PHAS Management Operations Certificate report
  1. Report the MASS reporting physical inspection information based on the inspection performed.
- iv. Housekeeping report
  1. This report will include housekeeping information based on the criteria provided by the housing authority.
- v. Recommended Correction report.
  1. This report should include a recommendation for correction to conform to UPCS and a cost estimate on all deficiencies that presented a consistent problem throughout the housing authority.
- d. Fee Proposal
  - i. The cost for services to be submitted on a per unit basis and a total cost for the housing authority. The total cost must be clear and without expense contingencies.
  - ii. An option second year cost also to be provided.

#### **A. QUALIFICATIONS**

The following are the minimum **Inspector Qualifications** required:

1. All Inspectors
  - a. The ability to work with PHA staff.
  - b. An identification badge must be worn at all times on premises and visible before entering a dwelling unit.

In addition, the proposing firm should also submit a list of no less than ten (10) referenced agencies where inspections have been performed. Include Housing Authorities where inspections were performed as per REAC Uniform Physical Condition Standards, and/or Federal Housing Quality Standards. Reference information should include:

1. Name of PHA
2. Contact person
3. Phone number (email optional)
4. UPCS Inspections
  - a. Number of units
  - b. Date of inspection
5. HQS Inspections
  - a. Number of units
  - b. Date of inspection

- b. Date of inspection
- 5. HQS Inspections
  - a. Number of units
  - b. Date of inspection

**B. ACCEPTANCE OF QUALIFICATIONS**

The BHA reserves the right to accept or reject any or all qualifications, to take exception to these RFQ requirements or to waive any informality and to exclude any qualifications for further consideration for failure to fully comply with the requirements of this RFQ.

**C. PREPARATION COSTS**

All costs incurred in the preparation and presentation of a Qualifications document shall be completely absorbed by the respondent. All supporting documentation submitted with Qualifications will become the property of the BHA. Any material submitted that is to be considered confidential should be clearly marked as such.

**D. SELECTION CRITERIA**

Qualifications will be reviewed and ranked using the following selection criteria:

- Cost
- References
- Understanding of UPCS / HQS protocols and requirements
- Capability to meet required inspection schedule

**E. ASSIGNED PERSONNEL**

The Beaumont Housing Authority reserves the right to request a change in the firm representative responsible for performing work if at the BHA's discretion, the assigned representative is not adequately meeting the needs of the BHA.

**F. CONTRACT TERMINATION**

The Beaumont Housing Authority reserves the right to terminate the contract for services if in the judgment of the Authority, the firm is not performing services satisfactorily under the terms agreed upon by giving 30 days written notice to the inspector company.

**G. METHOD OF AWARD**

Award will be made to the best qualified based on the quality of the services offered, previous experience, and the quality of references.

All firms that submitted statements of qualifications shall be notified of the final result of the selection process.

The firm(s) selected as a result of this RFQ must have a valid City of Beaumont Business License and must be authorized to do business in the State of Texas prior to final execution of the agreement.

### **FORMAT AND CONTENT OF SUBMITTALS**

Respondents must submit five (5) copies of a statement of qualifications, signed by a duly authorized officer or agent of the company. Submittals should be limited to no more than 20 pages and provide a straightforward and concise description of the firm's capabilities to satisfy the requirements of the Scope of Work. Supplementary information may be included, though please limit additional pieces to those most essential to the requirements of the Scope of Work/Services and Tasks.

Please provide supporting documentation that demonstrates to the BHA that you have adequate experience, computer software, protocol, forms, checklists, or similar documentation to meet these requirements.

Statements of qualifications must be either mailed or hand-delivered so as to be received by **4:00PM C.S.T on May 29th, 2017**. Faxed or emailed copies will not be accepted. The Beaumont Housing Authority is not responsible for late delivery caused by the U.S. Postal Service or other carriers. Any statement of qualifications received after the deadline will not be evaluated.

### **3.0 PROPOSAL REQUIREMENTS**

#### **3.1 General**

The following is a description of the minimum information, which must be supplied by proposers in their qualifications. It is open to all proposers to give such supplementary facts or materials, which they consider, may be of assistance in the evaluation of the proposal submitted. The failure to provide the minimum information requested may result in a proposal being considered unacceptable.

3.2 A resume of the proposer, three (3) references, and examples of the proposer's previous or similar work product must be submitted with each proposal.

#### **3.3 Proof of Insurance**

Proposer shall furnish BHA with certificates of insurance showing that the following insurance is in force and will insure all operations under **RFQ NO. 17-005**, and name BHA as an insured.

- **Workers' compensation** in accordance with the State of Texas rules and regulations.
- **Errors and Omissions Insurance** policy, which provides liability coverage for a combined aggregate of coverage in the amount of \$1,000,000, claims with a maximum claim deductible of \$25,000 per claim. A certificate of Insurance with the Beaumont Housing Authority as Named Certificate Holder must be included with the proposer's submission document.
- **General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such

insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, hoists and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
- All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Contractor shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to BHA.

### 3.4 **Execution Plan**

Proposers must supply a proposed project execution plan for delivery of services. This plan shall be updated, as necessary, in the event of contract award and maintained throughout the term of the contract as deemed necessary. This plan shall include but not be limited to the following:

- Qualification of personnel assigned to perform contract.
- A detailed schedule of tasks and associated costs, if any. The costs associated with each task should be itemized and based on the proposer's best estimate of the estimated number of hours which will be required to complete each task and an hourly rate or fee for each task.
- 

### 3.5 **Permits, Certificates, and Licenses**

The proposer shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

- **Tax Permit**

If the proposer is a non-profit organization or a 501(C)(3), proof from the Internal Revenue must be included in the proposal.

### 3.6 **Subcontractor Listing**

If the proposer intends to use subcontractors in the performance of the work, the subcontractor name(s) and description of the work to be subcontracted must be provided with the proposal. The percentage of work to be performed by each is also to be listed.

### 3.7 **Basis of Proposal**

- 3.7.1 The successful proposer(s) will be expected to execute a standard professional service contract with the BHA.
- 3.7.2 Proposers are advised to check that all parts of this RFQ package have been received. Proposers shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the proposer and no relief shall be given for errors or omissions by the proposer.

3.7.3 Qualifications must be in U.S. dollars inclusive of all direct and indirect costs associated with the work such as, but not limited to, insurance, equipment, temporary facilities, supervision, profit, and overhead.

3.7.4 Partial or incomplete qualifications will be unacceptable.

3.7.5 An authorized representative of the proposer must sign qualifications.

### 3.8 **Validity of Qualifications**

3.8.1 Qualifications must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the proposal due date.

3.8.2 Proposers are requested to submit qualifications based on the exact requirements specified in this RFQ; however, should proposers be unable to follow precisely such requirements, they must provide an explanation as to why they are unable to do so.

### 3.9 **Contract Term**

The term of the contract will be negotiated for a period not to exceed 24 months. BHA reserves the right to extend the contract for up to 3 additional 12 month periods contingent upon availability of funds and satisfaction of service(s) provided by contractor(s). The contractor(s) may refuse the 12-month contract extension by giving written notice of such refusal to the Contracting Officer of the Beaumont Housing Authority.

### 3.10 **Overview**

The Beaumont Housing Authority will utilize a three-step selection process. First, the BHA will ask for qualifications and qualifications from interested individuals and/or firms. Second, the submittals will be evaluated according to qualifications, experience, and proposed fees. Third, the Beaumont Housing Authority Board of Commissioners or designee will select the submittal. The BHA Board of Commissioners may elect to interview the Proposer(s) considered to be the best qualified.

The Beaumont Housing Authority will not consider incomplete submittals.

Faxed qualifications and electronically submitted qualifications will not be accepted.

The Beaumont Housing Authority reserves the right to reject any and all qualifications.

All expenses involved with preparation and submission of the qualification statement and proposal and expenses associated with any oral presentation, interviews, and other pre-award activities shall be borne by the Proposer.

The term of the contract to be awarded shall be for the actual length of the initial transaction to be completed and ended in twenty-four months or when a transaction ongoing at that time is completed. The Beaumont Housing Authority shall have the option to extend the contract, as they consider necessary. Either party may cancel the contract by giving 30 days written notice to the other party.

The successful Proposer shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any of its rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Beaumont Housing Authority.

#### 4.0 ROLES AND RESPONSIBILITIES

See Scope of Work (Attachment A)

#### RANKING CRITERIA OF RFQ #17-005

	<u>Points</u>
• At least three (3) references provided involving similar contracts with similar duties	15
• Experience in administering government regulations And policies	
• Provide staff resumes, certifications and experience with similar duties	15
• Experience with Section 8 Housing	10
• Choice Voucher Program	
• MBE and/or WBE certification	10
• Proposed Fees	10
<b>Total Points</b>	<b>60</b>

During proposal evaluation, the BHA reserves the right to call for supplementary information from proposers and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Proposers agree to cooperate fully and promptly in providing such supplementary information or meeting requests.

All costs incurred in preparing and submitting qualifications and in supplying supplementary information shall be borne by proposers. The BHA will not defray any costs incurred in connection therewith.

Qualifications will be evaluated and ranked according to points received. The Top ranked proposers may be invited for an interview. Proposers should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, proposer's exceptions to RFQ requirements, BHA exceptions to the proposer's proposal, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

#### 5.0 PROPOSAL PROCEDURE

##### 5.1 Proposal Due Date/Time

Qualifications are to be received by Paula Nicholas, Procurement Specialist. Proposers are solely responsible for ensuring that their qualifications are actually received and dated on or before the time specified above. Receipt at the BHA after the due date and time specified will be cause for rejection.

##### 5.2 Modifications or Withdrawals

Qualifications may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same proposer name appearing on the proposal already submitted.

5.3 **Proposal Submission**

Proposers must submit five (5) copies of their qualifications including similar work enclosed in a sealed envelope clearly marked as follows:

**"TO BE OPENED BY ADDRESSEE ONLY"**

**RFQ TO PROVIDE HQS/UPCS INSPECTION SERVICES TO THE HOUSING CHOICE VOUCHER PROGRAM**

and addressed to:

**Paula Nicholas, Procurement Specialist  
Beaumont Housing Authority  
1890 Laurel  
Beaumont, Texas 77701**

6.0 **CORRESPONDENCE**

Requests for additional information related to this RFQ should be made in writing and directed to: **Paula Nicholas, Procurement Specialist, Beaumont Housing Authority at the above stated submission address by mail or by email at [nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org) , no later than ten (10) days before the RFQ due date. This will allow issuance of any necessary addendum to the RFQ.**

An addendum may be issued prior to the opening of qualifications for the purpose of changing or clarifying the intent of this RFQ. All addenda shall be binding in the same way as if originally written in this RFQ.

Any interpretation affecting all proposers made prior to the proposal due date will be issued in the form of an addendum. The BHA will not be bound by or responsible for any other explanations or interpretations of this RFQ package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the BHA or BHA representatives.

Subcontractor(s), vendors and others who have been requested by the proposer to assist in preparing a proposal shall obtain necessary information from the proposer. They shall not directly contact the BHA or BHA representatives for this information.

Qualifications will not be publicly opened and read.

Contracts for these programs and services may be awarded to one or more proposers whose qualifications were judged to be the most advantageous to the Beaumont Housing Authority of the City of Beaumont. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without guarantee of compensation.

7.0 **RFQ TO PROVIDE HQS/UPCS INSPECTION SERVICES TO THE HOUSING CHOICE VOUCHER PROGRAM**

REMARKS:

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### **AVAILABILITY OF RECORDS**

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the BHA, the Beaumont Housing Authority, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

### **STANDARDS OF CONDUCT**

The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

### **REMOVAL OF EMPLOYEES**

The BHA may request the successful firm(s) to immediately remove from assignment to the BHA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation through action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment.

### **CANCELLATION**

Irrespective of any default hereunder, the BHA may at anytime at its discretion cancel the contract in whole or in part, and in such event the firms shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

### **COMPENSATION**

The successful offeror selected for this project must have the financial resources to complete the scope of work and services.

Payment for services will be based on a contract specifying deliverables, due dates and acceptance tests for features and function. Contractor shall include payment terms and schedule in the proposal.

### **MINORITY/WOMEN BUSINESS PARTICIPATION**

The firm(s) awarded the contract agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises, certified as such or recognized by the BHA as such.

### **USING BEST EFFORTS TO FULFILL MBE/WBE REQUIREMENTS**

In the event BHA has a reasonable belief that the offeror will not use its best efforts to meet the MBE/WBE participation goal, BHA reserves the right to pull work from the contract. Best efforts may be established by showing the offeror has contracted and solicited bids/quotes from subcontractors in identifying MBE/WBEs.

### **AVAILABILITY OF FUNDS**



In the event that funds necessary to finance this Professional Services Contract become unavailable, BHA may cancel the contract by giving seven (7) days notice in writing and the contract will thereafter be null and void. BHA shall be the final authority to determine whether funds are not available.

**DECLARATION – (REQUIRED SUBMITTAL)**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
SUBMITTAL DATE

The undersigned, as offeror, declares that the only persons interested in this Response are named herein, that no other person has any interest in this proposal, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, in good faith, and without collusion or fraud.

The offeror further declares that he/she has complied in every respect with all of the instructions of offerors, and has read all amendments, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The offeror agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the offeror and the BHA for the performance of all requirements to which the proposal pertains.

The offeror states that this proposal is based upon the proposal documents and amendments, if any.

Persons Interested in this Response:

*Name*

*Identity of Interest*

- 1.
- 2.
- 3.
- 4.

\_\_\_\_\_  
NAME OF FIRM/INDIVIDUAL/CORPORATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the offeror.

The offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1989.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the offeror.

The offeror must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

**ATTACHMENT A-1**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF JEFFERSON

\_\_\_\_\_, being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE BEAUMONT HOUSING AUTHORITY

or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

---

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ATTACHMENT B**

**M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The contractor agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called W/MBE) certified as such or recognized by BHA as a certified M/WBE.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event BHA has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, BHA reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Beaumont Housing Authority to seek assistance in identifying M/WBEs.

**NOTIFICATION OF M/WBE PARTICIPATION:** Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by BHA to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

---

**CONTRACTOR**

---

**DATE**

**Note: This form must bear a signature.**

***SAMPLE* FORMAT FOR RECORDKEEPING  
ESTIMATED PROJECT WORK FORCE BREAKDOWN**

*Use this form as an example—Not a requirement!*

**M/WBE PARTICIPATION**

<b>JOB CATEGORY</b>	<b>TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT</b>	<b>NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES</b>	<b>NUMBER OF POSITIONS NOT OCCUPIED</b>	<b>NUMBER OF POSITIONS TO BE FILLED WITH M/WBE</b>
<b>OFFICER/SUPERVISOR</b>				
<b>PROFESSIONAL</b>				
<b>TECHNICAL</b>				
<b>OFFICE/CLERICAL</b>				
<b>SERVICE WORKERS</b>				
<b>TRAINEES</b>				
<b>CONTRACTS:</b>				
<b>OTHERS</b>				

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Project Name**

\_\_\_\_\_  
**Person Completing Form**

\_\_\_\_\_  
**Date**

**M/WBE PARTICIPATION:** The contractor agrees to subcontract with minority business enterprises and/or women owned business enterprises (herein called W/MBE) certified as such or recognized by HACB as a certified M/WBE.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event HACB has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACB to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

---

CONTRACTOR

DATE

***Note: This form must bear a signature.***



**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

**M/WBE PARTICIPATION**

<b>Job Category</b>	<b>Total Estimated Positions Needed For Project</b>	<b>No. Positions Occupied By Permanent Employees</b>	<b>Number of Positions Not Occupied</b>	<b>Number of Positions To Be Filled With M/WBE</b>
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS:				

*This form is a SAMPLE, for information purposes.*

\_\_\_\_\_

**Company**

\_\_\_\_\_

**Project Name**

**[SAMPLE]**

\_\_\_\_\_

**Person Completing Form**

\_\_\_\_\_

**Date**



# Instructions to Offerors Non-Construction ATTACHMENT C

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

**ATTACHMENT D**

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

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title: