

CHEBOYGAN HOUSING COMMISSION

REQUEST FOR PROPOSAL

LEGAL SERVICES

REF# 2023OF02

**ISSUED:
SEPTEMBER 25, 2023**

- ✓ **Proposals are due no later than Friday, October 27, 2023, at 3:00 PM (EST).**
- ✓ **There will not be a pre-proposal meeting. Proposers are encouraged to submit any questions in writing no later than October 9, 2023, by 4:00 PM (EST).**
- ✓ **Proposals may be hand-delivered, mailed or emailed. Contact information is located within the RFP.**
- ✓ **The Cheboygan Housing Commission will not be held responsible for any third-party delivery service which does not deliver proposal packets by deadline.**

**Affirmative Action / Equal Opportunity Employer / Minority / Women Owned
Business Enterprises are encouraged to apply.**

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Request for Proposal for Legal Services

The purpose of this document is to make known the requirements for submitting a proposal for providing legal services to the Cheboygan Housing Commission (CHC) for a two (2) year period with one 1-year renewal option.

I. Description

The CHC is responsible for the administration and management of the following:

Low-Income Public Housing: 38 Units
Housing Choice Voucher: 123 Vouchers
Total of 161 assisted units

The primary source of funding for the operations of the various programs comes from the U.S. Department of Housing and Urban Development (HUD). Additional funding comes as a result of collection of rents and other related charges.

II. Scope of Legal Services Required

The CHC intends to award a contract to a qualified firm or individual to provide legal services necessary to the operation of the Housing Commission. The firm or individual selected should at minimum be able to provide all of the following services.

A. GENERAL LEGAL COUNSEL

- a. Serve as general counsel and represent the CHC in any legal matters.
- b. File lawsuits on behalf of the CHC and serve as counsel on any matters pertaining to the case.
- c. Represent the CHC in court on lawsuits filed against it by contractors, residents, landlords and others.
- d. Provide written legal opinions on varying circumstances with respect to procurement regulations of the Local Government Code, Code of Federal Regulations, HUD Procurement Standards, Handbook, and others as necessary.
- e. Review contracts (i.e. contracts for services, including professional service contracts, construction contracts, dwelling and non-dwelling occupancy leases or special purpose agreements, etc.) as needed and provide advice for areas such as contract negotiations and resolution of contract disputes.
- f. Assist in preparing correspondence or other documents to contractors, vendors, agents or others as may be necessary to protect the CHC's interest for both the present and future.

- g. Assist in preparing correspondence or other documents to contractors, vendors, agents or others as may be necessary to protect the CHC's interest for both the present and future.
- h. Assist in the interpretation of regulations by Local, State and Federal agencies.
- i. Provide legal representation and act as liaison with HUD's Legal Department and HUD's Offices.
- j. Review general legal matters including contracts and other corporate matters that may arise from time to time.
- k. Consult on processing Freedom of Information Act requests.
- l. Respond to Fair Housing and Civil Rights complaints.
- m. Litigation: Respond and/or defend matters arising out of disputes pertaining to any of its programs. The final disposition of litigation matters is generally subject to review and approval by HUD. Most insured claims against the CHC would normally be handled through the appropriate insurance carrier. The CHC's legal representative may be required to work with the appropriate insurance carrier's legal representative.
- n. Consultation: Many situations which the CHC deals with on a daily basis are technical in nature and subject to HUD or other regulatory body regulations. Therefore, the CHC Management and Board of Commissioners require consultation and legal guidance in the application of the regulations and the creation and revision of policies and procedures. Legal counsel may be required to attend regularly scheduled and special Board of Commissioners meetings.

B. EMPLOYMENT/LABOR RELATIONS

- a. Represent the CHC in personnel matters including, but not limited to, formulating procedures for hiring and terminating employees and any subsequent actions.

C. EVICTIONS & TENANT RELATED SERVICES

- a. Bring summary process actions in local court and to otherwise represent the CHC's interest in non-payment of rent cases and termination of leases.
- b. Represent and/or counsel the CHC in informal hearings against residents or formally in a court of law as may be determined by the circumstances.
- c. Provide training as requested on the CHC Dwelling Lease and leasing process and the eviction procedures to persons serving as Hearing Officers.
- d. Timely submit legal cases to the local court of law for non-payment of rent cases and termination of leases.
- e. Provide consultation to Management for the best course of action regarding tenant-related matters.
- f. Pursue collections of tenants who vacated owing balances.
- g. Familiarity and experience with system and process at local court.

D. MEDIA REPRESENTATION

- a. Provide statements (either written or verbal) for media inquiries. Media may include, but is not limited to local news, local journals/newspaper, etc.

III. Submittal of Proposal

1. The proposer will be required to submit one (1) original, five (5) copies of the written proposal and one (1) electronic device copy. Submission should clearly show the proposal is in response to "RFP 2023OF02 – Legal Services." The electronic proposal must contain the same information as required with the original submissions and must be compiled as a single document.
2. All copies of the submittal must be identical in content and organization. The format of the respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal must also be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address. The electronic submission should be organized in the same manner as the hard copy as one document.
3. The CHC requires each Proposer to submit their response to the RFP by hand-delivery, mail, or email.
4. Contact information is as follows:

Cheboygan Housing Commission

659 S Cuyler Street

Cheboygan, MI 49721

ATTN: Legal Services Proposal

Email: Kara.Ostrowski@cheboyganhousing.org

5. All proposals must be received no later than October 27, 2023, at 3:00 PM (EST).
6. The CHC will not be held responsible for any third-party delivery/ mailing service (i.e. USPS, FedEx, UPS, etc.) which does not deliver proposals by above-mentioned deadline. Any proposals received after the deadline will be considered non-responsive.
7. Proposals may not be withdrawn for a period of sixty (60) calendar days from the deadline date.
8. The CHC reserves the right to accept or reject any or all proposals; to waive technicalities and to award the contract to the most responsive and responsible proposal that best meets the needs of the CHC. The CHC will appoint an Evaluation Panel who will review all proposals' compliance with submission requirements. Proposals that do not meet the submission requirements or are submitted after the deadline will be determined as non-responsive.

9. Any questions concerning the RFP should be directed to Kara Lynn Ostrowski, Executive Director, in writing at Kara.Ostrowski@cheboyganhousing.org. Questions and/or concerns should be submitted no later than October 9, 2023, 4:00 PM (EST). The CHC will issue a written response by October 12, 2023, 4:00 PM (EST).
10. To ensure all interested parties receive any addendums to the RFP, it is requested that an email is sent to Kara.Ostrowski@cheboyganhousing.org which includes contact information and email.

IV. Form of Proposal

CHC intends to retain the Contractor pursuant to a “best value” basis, not a “low bid” basis. Therefore, so that the CHC can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered dividers. None of the proposed services may conflict with any requirement the CHC has published herein or has issued by addendum.

| Tab Number | Description |
|------------|--|
| 1 | Profile of Firm Form. Form is attached to RFP. Form must be completely filled out, signed and dated. |
| 2 | Statement of Proposer’s Qualifications and Experiences. Proposer should include the business name of the Proposer, the location of the Proposer’s principle place of business and an organizational chart that includes assignment of responsibilities. The CHC requests the Proposer to provide a brief biographical summary of the principle partners of the firm as well as the attorney(s) who would primarily service the CHC in each requested legal services. The brief biographical summary should include the abilities, qualifications, education and experiences of the above-mentioned firm members. The CHC encourages Proposers to detail its qualifications and experiences in the principal types of legal services identified above. Proposer should also include steps to ensure diversity and Equal Opportunity in this section. |
| 3 | Cost of Services. Proposers are required to specify hourly, billable rate charges for each attorney and support staff that will likely provide professional services to the CHC. If there are any other related costs foreseeable by the Proposer as reimbursable, the Proposer should note such in this section. |

| | |
|---|---|
| 4 | <p>Client Information. The Proposer shall submit a listing of former and current clients, including any other Public Housing Authority, for whom the Proposer has performed similar or like services to those being proposed herein. The listing shall, at minimum, include:</p> <ul style="list-style-type: none"> a. Client’s Name b. Client’s Contact Name c. Client’s Telephone Number d. Client’s Email Address e. Brief Description of Services Performed |
| 5 | <p>HUD Required Forms.</p> <ul style="list-style-type: none"> a. HUD 5369B b. HUD 5369C c. HUD 50070 d. HUD 50071 e. Other relevant information Proposer would like to include related to experience and qualifications. |

V. Insurance Requirements

Before work begins, selected respondent shall procure from a reputable insurance company authorized to do business in the State of Michigan the following insurance policies which provide (at minimum) the following coverages:

1. Comprehensive General Liability – Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, broad form property damage and contractual liability endorsement.
2. Workers Compensation – Coverage to apply to all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include employers’ liability with a limit of \$100,000.00 each accident, \$100,000.00 bodily injury by disease policy limit. Coverage is required regardless of any exemptions which might otherwise apply.
3. Business Auto Policy – Not required unless there is a specific relationship to the agreement. If required, the same limits under Comprehensive General Liability shall apply.
4. Professional Errors and Omissions Liability – Coverage shall have minimum limits of \$1,000,000.00 per claim and \$3,000,000.00 aggregate.

5. Cheboygan Housing Commission is to be included as an Additional Insured on the comprehensive general liability and, if applicable, on the business auto policy. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the entire term of any contract resulting from this solicitation. Renewal certificates shall be sent to CHC thirty (30) days prior to any expiration date, and the selected respondent's insurer shall give CHC thirty (30) days prior written notification in the event of cancellation or modification by either selected respondent or insurer or upon renewal of any coverage required. Selected respondent shall furnish CHC with a Certificate(s) of Insurance evidencing the coverages required herein before work begins.
6. It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required herein.

VI. Minimum Qualifications

The following are the minimum qualifications needed for Proposers:

1. Firm members representing the CHC must admitted to practice in the State of Michigan and in good standing;
2. Firm members must be admitted to practice before the Federal judiciary and have litigation experience before the Federal bar when representing the CHC of these issues and in good standing;
3. Litigation experiences as necessary;
4. Familiarity with public housing legal issues including the governing Michigan State Statutes and Federal Public Housing Code and HUD regulations;
5. Familiarity and experience with dwelling leases and landlord/tenant cases;
6. Familiarity with public procurement policy including legal counseling, litigation and dispute resolution;
7. Familiarity with construction and contract law;
8. Experience and familiarity with labor and employment laws;
9. Proof of professional liability insurance in the minimum amount set forth by the State;
10. Confirmation that the firm consistently runs conflict checks and that the firm is free from potential conflicting interests from business foreseeable conducted by the CHC;
11. Firm and members must not be debarred from HUD, the State or any other governing entity; AND
12. Familiarity with Public Act 18, Open Meetings Act, Robert's Rules of Order and any other regulations in which CHC must abide by.

VII. Additional Preferred Experience

The following are additional preferred experiences which may be viewed favorably.

1. Familiarity with regulatory analysis and litigation at state and national levels;
2. Familiarity with development within public housing and development contract management/negotiation;
3. Familiarity with local courts;
4. Experience and familiarity with handling media;
5. Any other benefits, capabilities and experiences the firm may wish to offer.

VIII. Criteria for Selection

1. Proposers must be able to meet all of the above-mentioned minimum qualification.
2. The RRHC will appoint an Evaluation Panel for reviewing and scoring submitted proposals. The following is the point system the Evaluation Panel will use for scoring each proposal.

- a. Selection Criteria 1 (worth up to 40 points): Relevant experience, knowledge and performance. This includes landlord/tenant knowledge, experience working with other public housing agencies, HUD, CFRs, and familiarity with local courts and codes
- b. Selection Criteria 2 (worth up to 20 points): Qualification and experience of individual assigned as primary contact. Professional techniques, timeliness, competence.
- c. Selection Criteria 3 (worth up to 30 points): Proposed techniques/ approach in representing the RRHC.
- d. Selection Criteria 4 (worth up to 10 points): Proposed fee schedule
- e. The CHC reserves the right to interview the top three candidates. The CHC will contact candidates to conduct interviews within 90 days after submission deadline. Interviews may be in person or by Zoom. Zoom interviews will be recorded.

IX. Contract and Award

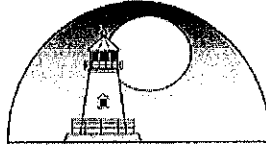
The CHC reserves the right to reject any and all proposals for any reason at its sole discretion. Proposal by any proposer who is debarred by HUD will be rejected regardless of reason(s) of debarment.

Award will be to the firm which is determined to be in the best interest of the CHC.

The contract for legal services may be subject to the approval of the CHC's Board of Commissioners.

The contract shall commence by November 1, 2023, and shall expire by November 1, 2025. The CHC shall reserve the right to renew the contract for one year after November 1, 2025.

Review the attached HUD form 5370C & 5369B for regulations governing professional services contract.



Cheboygan Housing Commission
659 S Cuyler Street
Cheboygan, MI 49721

REQUEST FOR PROPOSAL (RFP) 2023-02 LEGAL SERVICES

TYPE OF PROJECT: The CHC seeks proposals from qualified individuals and/or firms to provide legal services.

DATE ISSUED: September, 25, 2023

LAST DAY FOR QUESTIONS: October 9, 2023

SUBMISSION DEADLINE: October 27, 2023

CONTACT PERSON: Kara Lynn Ostrowski, Executive Director
Kara.Ostrowski@cheboyganhousing.org

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR MINIMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME:

CONTACT:

| | | |
|-----------|--------------|-------|
| Signature | Printed Name | Title |
|-----------|--------------|-------|

ADDRESS:

| | | | |
|--------|------|-------|----------|
| Street | City | State | Zip Code |
|--------|------|-------|----------|

PHONE: _____ **FAX:** _____

EMAIL: _____

DATE SIGNED: _____

PLEASE COMPLETE THE FOLLOWING AND RETURN WITH SUBMISSION

I. INSTRUCTIONS

Unless otherwise specifically required, the listed items below must be completed and included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also complete all the statements and certifications listed following herein:

| Put "X" if Included | Tab Number | Description |
|---------------------|------------|--|
| | 1 | RFP Submission Form. This three-page form must be completed, signed and dated on all pages. |
| | 2 | Statement of Proposer's Qualification and Experiences |
| | 3 | Cost of Services – provided on letterhead and signed |
| | 4 | Client information |
| | 5 | HUD & other required forms including any additional information proposer would like to include |

II. DEBARRED STATEMENT

Has this firm, or any principal(s) thereto, ever been debarred for providing any services by the Federal Government, and State Government, the State of Michigan, or any local government agency within or without the State of Michigan.

___ Yes ___ No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

III. DISCLOSURE STATEMENT

Does this firm, or any principal(s) thereof have any current or past professional or personal relationship with any Commissioner or Officer of Cheboygan Housing Commission?

___ Yes ___ No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

IV. NON-COLLUSIVE AFFIDAVIT

The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price, or that of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the CHC or any person interested in the proposed contract; and that all statements in said proposal are true.

Signature

Date

Printed Name

Company

V. Proposer Statement

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the CHC discovers that any information entered herein to be false, such shall entitle the CHC to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the CHC. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the CHC with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

Signature

Date

Printed Name

Company

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and 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

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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | |
|-----------------------------|-------|
| Name of Authorized Official | Title |
| Signature | Date |
| X | |

Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)