



Request for Proposals [RFP]

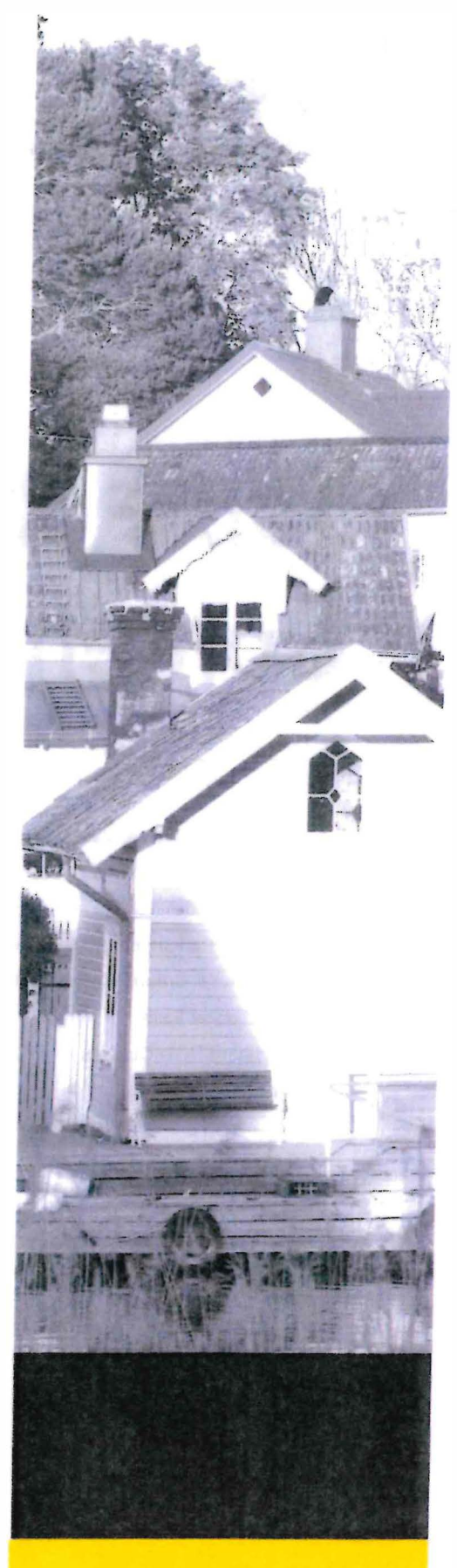
Management and Operation of Housing Choice Voucher Program

RFP#: 2024-11-0002

Proposals Due by

December 19, 2024 @ 12:00 p.m. CST

Little Rock Housing Authority d/b/a
Metropolitan Housing Alliance [MHA]
100 South Arch Street
Little Rock, AR 72201
Irhousing.org
(501) 340-4821





MHA
METROPOLITAN HOUSING ALLIANCE

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About MHA

Chartered in 1937, the Little Rock Housing Authority d/b/a Metropolitan Housing Alliance [MHA], is the largest and fourth oldest Public Housing Authority in the State of Arkansas. MHA is governed by a five-member Board of Commissioners which establishes Agency goals, approves policy, and budgets as well as provide general direction to the MHA Executive Director.

The Metropolitan Housing Alliance [MHA] administers approximately 3,200 vouchers to eligible individuals and families. This includes both tenant-based and project-based forms of HCV Program assistance located within the city of Little Rock.

MHA's project-based voucher and single room occupancy (SRO) sites include:

- 250 units at Fred Parris Towers
- 169 units at Jesse Powell Towers
- 178 units at Cumberland Towers
- 87 units at Sunset Terrace/Central & Stephens
- 20 units at Madison Heights III
- 17 units at Cumberland Manor
- 17 units at Metropolitan Village
- 51 units at Elm Street Community (SRO)

Our Mission

The mission of the Metropolitan Housing Alliance is to serve the residents of Little Rock by developing, owning, and operating safe, decent and affordable housing in a manner that promotes thriving communities.

Our Values

- Integrity
- Honesty
- Service
- Respect
- Dignity

Agency Rights

The Agency reserves the following right in association with the RFP process and upon contract award:

- **Right to Reject, Waive or Terminate the RFP.** Reject any or all proposals, or terminate the RFP process at any time, if deemed by the Agency to be in its best interest.
- **Right Not Award.** Not to award a contract pursuant to the RFP.
- **Right to Terminate.**
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in the RFP.
- **Right to Negotiate.** Negotiate the fees proposed by the offerors.
- **No Obligation to Compensate.** Have no obligation to compensate any offeror(s) for any costs incurred responding to this RFP.

7. **Unauthorized Subcontracting Prohibited:** The successful offeror(s)/contractor(s) shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Agency shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial forfeiture of funds paid on the contract, as determined by the Agency.



I. INTRODUCTION

Through **RFP# 2024-11-0002**, the Little Rock Housing Authority d/b/a Metropolitan Housing Alliance ("MHA"), hereafter referred to as MHA, intends to enter into a contract with a highly qualified professional consulting and management firm to manage and operate all of the key functions of MHA's entire HCV program.

The purpose of this solicitation is to obtain an **HCV Management Plan** proposal from highly qualified respondents that at a minimum should address the following key performance areas:

1. Maximize voucher utilization with due consideration to annual budget authority and HUD held reserve.
2. Improve program performance and compliance with rules and regulations.
3. Improve Customer Service, in all areas with transparency and accountability to applicants, participants, landlords, the MHA Board of Commissioners, the City of Little Rock, the U.S. Department of Housing & Urban Development (HUD), other stakeholders, and the public.
4. Action plan to address the backlog in certifications.
5. Action plan on how to incorporate prior year 100% file review as required in the HUD Corrective Action Plan (CAP).
6. Consider HUD review findings and recommendations; (i.e. CAP) in the proposed systems, policies, procedures and structure

MHA will evaluate the proposals received in the anticipation of an award of a contract. The contract will have negotiated specific/detailed key performance indicators/metrics.

To maintain a fair and impartial competitive process, MHA shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any MHA staff except:

- through the RFP Point of Contact named below
- as otherwise specified in this RFP; and/or
- as provided by existing work agreement(s) (if any)

Prohibited communication includes all contact, including but not limited to, telephonic communications, e-mails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. MHA reserves the right to reject the Submission of Qualification of any Respondent violating this provision.

II. INSTRUCTIONS

Proposals must be received no later than **Thursday, December 19, 2024, by 12:00 p.m. CST.**

Offerors must submit proposals via electronic delivery to: scanada@mhapha.org.

All responses to the RFP must be submitted electronically to: scanada@mhapha.org

The subject line shall include: **RFP # 2024-11-0002 Management and Operation of Housing Choice Voucher Program**

Upon submission of your proposal, you should receive an email confirmation from MHA staff within 24 hours of receipt.

Should you have questions regarding the proposal, please submit them via email at the addresses below:

Include **"RFP# 2024-11-0002"** in the email subject line.

- To: scanada@mhapha.org

Respondents are advised that all submissions may be subject to public review and made available to the public upon request after the completion of the solicitation and award contract. Any information included in the response that is believed to be proprietary or confidential should be clearly identified as such in the proposal.



III. PROCUREMENT SCHEDULE

Issue Date of RFP – **November 15, 2024**

Deadline for Submission of Questions – **December 6, 2024 @ 3:30 p.m. CST**

Deadline for MHA Response to Questions – **December 13, 2024 @ 5:00 p.m. CST**

Deadline for Submission of Proposals -**December 19, 2024 by 12:00 p.m. CST**

Review and Possible Interviews – **January 3, 2025**

Recommendation to the Board / Board Approval – **January 16, 2025**

Notice to Proceed – **January 17, 2025**

IV. ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

Provide a brief description of your firm, including but not limited to:

- a. Name of the principal(s) of the firm
- b. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal
- c. Address of firm office(s)
- d. Number of employees of the firm
- e. Completed Fee Proposal Form
- f. Copy of work product
- g. Provide references of housing authorities currently under contract with the firm for whom the offeror has performed similar services to those described in the RFP. The list shall include the: client's name, client's contact name, client's telephone number, the date the service(s) was provided, and a brief narrative description.



III. SCOPE OF WORK

The Metropolitan Housing Alliance is seeking proposals from highly qualified professional consulting and management firm to manage and operate all of the key functions of MHA's entire HCV program. The selected respondent shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities associated with managing and operating the entire HCV as follows:

1. HCV Programs operations, including the Section 8 FSS Program– (Key Functions details A- K)
2. Financial Management and Reporting
 - a. HAP Payment Processing, including returns of HAP checks and voided ACH transactions
 - b. FSS Escrow Accounting
 - c. Year-end tax reporting
 - d. Portability billings & collections
 - e. Repayment Agreements accounting
 - f. Bank reconciliation of HAP bank account and FSS bank account
 - g. VMS reporting & corrections
 - h. HAP VMS and GL data entry and reconciliations
 - i. 2-Year-Tool and cash forecasting
 - j. Assistance in year-end financial and single audit work on HCV programs
3. In addition, selected respondents will perform 100% file review as described in "L."

Please Note: Details of MHA's current key functional areas are presented below for the respondents understanding and for consideration in preparing the Respondent's Proposed HCV Management Plan.

MHA is looking for Respondents to address how they propose to become a direct contract provider of services to MHA for a full outsourcing of the voucher program, including, but not limited to, the following key functions:

- A. **WAIT LIST AND NEW ADMISSIONS:** Perform all processes involved with the wait list and new admissions for all voucher types, including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
 1. Maintain waiting lists
 2. Conduct and administer general and special wait list openings, ongoing maintenance of waiting lists, and closing(s) of waiting lists.
 3. Track utilization and projection of wait list pulls, in order to maximize utilization.
 4. Process application for initial eligibility and required background screening. Verify family composition and income in order to calculate the Total Tenant Payment (TTP) and tenant rent and the housing assistance payment.
 5. Ensure the applicant record/file is complete and has required information required by HUD and voucher policies and procedures.
 6. Provide voucher briefings as needed, with options for a video or virtual briefing for participants.
 7. Process Admission records in the software utilized by MHA
- B. **ANNUAL RECERTIFICATIONS AND INTERIM RECERTIFICATIONS:**
Perform all processes involved with annual recertifications and interim recertifications for all voucher types, including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
 1. Conduct annual recertifications, as needed. Verify family composition and income in order to recalculate the tenant's Total Tenant Payment (TTP) and tenant rent and the housing assistance payment provided by HUD
 2. Conduct Interim Recertifications when a tenant experiences a change in income or family composition between annual recertifications



3. Please note that this scope will include any backlog of annual or interim recertifications that are in process or late at the time of the start date as negotiated in the contract.
 4. Place/remove approved holds on HAP payments
 5. Process Annual and Interim recertifications in Yardi and Rent Café
 6. Ensure the applicant record/file is complete and has required information required by HUD and voucher policies and procedures
 7. MHA has an existing FSS program for both public housing residents and voucher participants operated by MHA's Resident Services division, and currently uses two MHA staff as FSS Coordinators for case management. Section 8 staff currently work in partnership with MHA FSS Coordinator staff to ensure appropriate updates are accomplished in Yardi and in the 50058 record upon every interim and annual recertification, and that the escrows are correctly being calculated. The FSS program is included in the scope of services of this solicitation.
 8. Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements.
- C. **PORTABILITY:** Perform all processes involved with ports in or ports out, including but not limited to:
1. Administer Port-In Process and billing
 2. Administer the Port Out Process, including processing of Portability billing
- D. **PROCESS MOVES:** Perform all processes involved with moves to a different unit, including but not limited to:
1. Process program moves when program participant request to move to another unit
 2. Special Moves, i.e., Mandatory, Emergency, Elective

- E. **INSPECTIONS:** To maximize program utilization and compliance, provide quality inspection services to applicants, participants, and landlords. Perform all processes involved with inspections for all voucher types including HCV and PBV/RAD and other special purpose vouchers, including but not limited to:
1. MHA Inspections will be under Housing Quality Standards (HQS) until the implementation of NSPIRE. MHA has requested a delay in implementation of NSPIRE until October 1, 2024.
 2. Provide inspection services including managing and conducting inspections for the Tenant-based Housing Choice Vouchers ("HCV"), Project-based Vouchers ("PBV"), and PBV/Rental Assistance Demonstration ("RAD") and special purpose and other voucher types.
 3. Schedule inspections and send notifications of inspection appointments to owners and participants. Ensure inspections are performed within timeframes required by MHA and provided on inspection scheduling letters. Ensure responsiveness to participants and owners with inspection scheduling concerns.
 4. Conduct Initial, Biennial, and Special Inspections (including re- inspections)
 - a. Use photographs in concert with form HUD 52580 or 52580A (inspection form) to improve HQS and MHA's inspection oversight by documenting specific deficiencies and use of photographs verifying all inspection corrections.
 - b. Catalog photos of units and maintain storage of photos for retrieval.
 - c. Generally, conduct inspections between 8:00 A.M. and 4:45 P.M. CST Monday through Friday, excluding MHA holidays
 - d. Will also perform the above equivalent functions once MHA transitions from HQS to NSPIRE HCV Standards.
 5. Ensure that the results of inspections and/or re-inspections have appropriately and timely been communicated with the landlord and with the participant.
 6. Conduct Quality Control ("QC") of inspections and inspectors on inspections done by Independent Entities on MHA owned properties.
 7. Conduct Environmental Investigations in Elevated Blood Lead Level ("EBLL") cases where there is a confirmed concentration of lead in whole blood of a child under age six equal to or greater than the concentration in the most recent guidance published by US Health and Human Services Administration ("HHS").
 8. Provide prompt response times, meet deadlines, maintain punctuality, present progress reports

F. General Requirements to Build Into Core Functions

1. **Provide Outstanding Level of Customer Service Through the Transparent and Respectful Interactions of a Diverse Workforce with a High Level of Integrity**

- a. Implement the following Customer Service components into their business practice:
 - i. **Accountability:** Maintain strict Human Resources and Conflict of Interest Policies, ensuring contract compliance, prompt implementation of MHA directives, collaboration across work teams, and excellent communication (i.e., lateral, vertical, internal and external).
 - ii. **Timeliness:** Provide prompt response times (meet deadlines and key performance indicators), maintain punctuality, meet any and all HUD deadlines, present progress reports, and manage priorities and deliverables effectively.
 - iii. **Internal Controls:** Document and maintain clear processes, procedures and systems to maintain good segregation of duties and other internal controls.
 - iv. **Organization Standards:** Maintain well organized electronic filing, labeling and documentation.
 - v. **Professionalism:** Provide respectful interactions that include, but are not limited to, verbal and written communications, appropriate work attire and provide superior deliverables.
 - vi. **Recruitment and Retention of Personnel:** Staff, train and retain outstanding employees.
 - vii. **Collaboration:** Participate in pilots of new services, business processes or technologies and cooperate with internal and external partners.
 - viii. **Privacy:** Safeguard personally identifiable information (PII) as required by HUD and prevent potential breaches of this sensitive data. Protect the privacy of individual's information stored electronically or in paper form, in accordance with federal privacy laws, guidance and best practices.



- b. Provide bilingual services to MHA clients with Limited English Proficiency ("LEP"), when requested or needed by a client.
 - c. Monitor internal customer service through online evaluations.
 - d. Perform random audits of participant and owner files in MHA's System(s) to ensure proper implementation of MHA's policies, advisories and HUD PIH-Notices.
 - e. Ensure that all documents are retained in MHA's electronic filing System(s).
 - f. Ensure timely and appropriate response to internal and external customers.
2. Ensure Seamless and Courteous Services to Internal and External Customers
- a. All staff must provide helpful customer service to clients. Immediately report to MHA any personnel or technical incidents and/or the inadequate, unsatisfactory, or inappropriate behavior of Selected Respondent(s)'s personnel.
 - b. Ensure all correspondence is properly scanned and filed electronically in MHA's housing system(s) on a timely basis (e.g., within 3 days of receipt).
 - c. Pull data directly from MHA's YARDI housing software to monitor compliance and determine appropriate corrective actions.
 - d. Regularly share data, progress reports and maintain open lines of communication with all other Administration Component teams to ensure program compliance.
3. Adhere to MHA's Branding
- a. "Housing Authority of the City of Milwaukee" or "MHA" or any other language that references the housing authority may only be used upon written approval from MHA, which shall not be unreasonably withheld. MHA reserves the right to revoke such approval at any time.



4. Maintain Complete Files
 - a. Ensure that all pertinent tenant and owner information is maintained within MHA's electronic system(s) for immediate retrieval for audit purposes and for documentation for the purpose of investigating fraud and noncompliance.
 - b. The successful Respondent should outline their approach on participant files in their Management Plan submitted to MHA. MHA requests that participant files moving forward are kept electronically, rather than as paper-based files. This should be done for any initial/annual/interim certifications completed by the Respondent moving forward. It should also be done for any years reviewed by the Contractor as part of the 100% participant file review. Certifications and other documentation for prior years that are not completed by the Respondent will not need to be scanned electronically.
 - c. The Respondent will ensure compliance with HUD's file retention rules as outlined in the MHA Administrative Plan for both electronic and/or paper-based files).
5. Provide Support During Internal, External and Independent Audits
 - a. Coordinate with MHA staff in the production of files and associated documentation in response to audit.
 - b. Work collaboratively with MHA staff to ensure timely response to all audit inquiries or HUD reviews and shall assist in responses to auditors or to HUD.
 - c. If an audit or review results in corrective action(s), work within the designated timelines to ensure that all corrective actions are taken, and proper documentation of such corrective actions is maintained.
 - d. Work with the goal of "High Performer" status in any and all applicable indicators within each Administration Component awarded.
6. Reporting
 - a. Maintain Information Management System ("IMS") – PIH Information Center ("PIC") submissions of 100% or greater of the files and perform required transactions utilizing PIC and Enterprise Income Verification ("EIV") where applicable.



- b. Run and submit reports to MHA on an on-going basis and, if needed, take appropriate corrective action(s).

7. Working Hours

- a. Business operating hours are Monday – Friday ,8:00 a.m.-5:00 p.m. CST.
- b. Suspend operations to the public on observed MHA holidays.

8. Certification of Staff

- a. Ensure that all personnel performing services hereunder are certified within one hundred and twenty (120) days of their commencement of work by an entity recognized and approved by MHA. "Certified" means that that the person has received a nationally recognized training and certification that is based on the duties and responsibilities of the respective staff person's job description (e.g., certification/eligibility work, inspection, etc.).
- b. Provide on-going training relevant to the services provided that will ensure the proper implementation of existing and new policies and procedures.

G. 100% Participant File Review

This item of the scope of work is a special work item that is separate from the others as this is a one-time review. As such, it will also have a separate cost and fee schedule associated with it.

As part of the HUD Quality Assurance Division Corrective Action Plan, QAD has recommended a 100% participant file review of all voucher participant files for all voucher types including new admissions, annual reexaminations, and interim reexaminations.

At a minimum, the file review should include the timeframe of any recertifications done during 2022 and 2023. If the file review for those years results in corrections to the household income, tenant portion of rent, or HAP payment, then the file review should be expanded to include any applicable prior years back to 2017.

This work will be done concurrently with the next recertifications---that is, at the time of the next recertification for each client, whether it is an annual or interim. At that time, a file review of the previous years' documentation and calculations for the participant are also completed for accuracy. Thus, this separate item of the scope of work will take approximately 12 months to complete from the starting point of the work.

As noted in #16 and #17 below, the Respondent shall be responsible for making any necessary corrections to comply with HCV rules and regulations based on the file review results.

The 100% participant file review should include all items of compliance that are required under HUD guidance and that are necessary to be documented in a participant file including, but not be limited to, the following:

1. Waiting list selection and eligibility documentation.
2. Identification of assets and calculation of the cash value of assets and income from assets
3. Identification of income sources and calculation of annual income for each family member including use of HUD's EIV
4. Calculation of adjusted income, including:
 - Medical expenses
 - Disability assistance expenses
 - Childcare expenses
 - Elderly/disabled household deduction
 - Dependent deduction
5. Calculation of:
 - Total tenant payment (TTP)
 - Housing assistance payment (HAP)
6. Correct application of payment standards
7. Application of correct utility allowance to the family's rent calculation and matching documentation in the file with utility responsibilities
8. Required family verification documents, including:
 - Social security number (SSN) verification
 - Required release forms, including the *Form HUD-9886*
 - *Declaration 214* and related required verification of eligible non- citizenship status
9. Correct verification of income, assets, allowances, and deductions in accordance with HUD's verification hierarchy
10. Ensure correct progress update for FSS participants, as applicable
11. Documentation of rent reasonableness determinations, as applicable
12. Correct voucher size for the family in accordance with MHA subsidy standards
13. Presence of complete and executed HUD Form 52517 RFTAs, HUD Form 52850 inspection checklists, landlord leases, HUD Form 52641 HAP contracts, and HUD Form 52641-A tenancy addendums for new admission files
14. Presence of other required documentation, including the required notification to the landlord/owner and to the participant of the tenant share of the rent, the HAP payment to the owner, the total rent to the owner, and the effective date of the change (sometimes known as the Notification of Rent Adjustment or lease addendum).
15. Confirmation that the unit passed inspection on, or prior to, the lease effective date for new admission files
16. Confirmation that the effective date of the HAP contract and lease are the same for new admission files



17. Confirmation that the HAP contract was executed no more than sixty (60) days after the lease effective date for new admission files
18. If corrections need to be made to or in the software used by MHA, the selected Respondent will make and track the necessary corrections to the record so that any needed changes are made in PIC and VMS.
19. Any corrections that are noted in #17 above, any participants that are found ineligible, and a calculation of total ineligible rent assistance amounts must be reported to both the local HUD field office and to QAD on a schedule to be determined by HUD. The selected vendor/respondent must submit this report to and to an email address that will be provided by QAD.



Assigned Personnel

The MHA Executive Director reserves the right to request a change in the firm representative responsible for performing work, if the assigned representative is not adequately meeting the needs of the Contract.

IV. INSURANCE REQUIREMENT

Prior to award, but not as a part of the proposal submission, the successful offeror will be required to provide the following documents:

- Proof of Worker's Compensation in the statutory amount.
- General Liability and Auto Insurance in the following amounts during the contract period.
 - General Liability \$1,000,000
 - Auto Insurance
 - Property Damage - \$ 500,000
 - Liability-\$1,000,000

The MHA must be named as an additional insured on the selected vendor's general liability policy.

VI. EVALUATION CRITERIA

The Agency intends to award the contract to successful offerors pursuant to a "Best Value" basis. An evaluation committee will review proposals and rate proposals based on a numerical value system. Refer to the "Evaluation and Criteria Rating" heading to review evaluation factors and possible points.



Evaluation Criteria & Rating

Relevant Experience of Vendor - Number of years vendor has performing HCV Program Services – 20 Points Maximum

- *Highly Advantageous*
The Vendor has over 10 years of verifiable experience providing HCV Program services to housing authorities of a similar size and scope of this project. [20 points]
- *Advantageous*
The Vendor has 5 - 10 years of verifiable experience providing HCV Program Services to housing authorities of a similar size and scope of this project. [10 points]
- *Not Advantageous*
The Vendor has 2 - 4 years of experience providing HCV Program Services to housing authorities of a similar size and scope of this project. [5 points]
- *Unacceptable*
The Vendor has less than 2 years of experience providing HCV Program Services to housing authorities of a similar size and scope of this project. [0 points]

Staffing and Work Plan - Provide a staffing & workplan detailing the methodology for the delivery of services outlined - 20 Points Maximum

- *Highly Advantageous*
The proposed plan of services provides a clear and sufficiently detailed work plan illustrating a logical and efficient *scheme* to efficiently execute services outlined in the RFP. [20 Points]
- *Advantageous*
The proposed plan of services provides a feasible scheme to execute services outlined in the RFP. [10 Points]
- *Not Advantageous*
The proposed plan of services provides general information but does not provide sufficient detail to clearly establish a credible staffing and work plan. [5 Points]
- *Unacceptable*
The plan of services is not addressed in the proposal. [0 Points]

Cost of Services - Proposed Fee Structures - 20 Points Maximum

- *Highly Advantageous*
The proposed fee structure is *clear, detailed* and inclusive of an itemized breakdown as well as other *fee information* applicable to the RFP that has not been previously covered. The fees structure clearly indicates reasonable costs. [20 Points]
- *Advantageous*
The proposed fee structure is sufficiently clear, detailed, and *inclusive* of itemized breakdown to adequately ascertain cost reasonability. [10 Points]
- *Not Advantageous*
The proposed fee structure *provides* some pertinent *information* but does not provide adequate detail to fully ascertain cost reasonability. [5 Points]
- *Unacceptable*
The fee structure is not *addressed* in the proposal. [0 Points]

Evaluation of Overall Respondents Proposal - 20 Points Maximum

- *Highly Advantageous*
The proposal addresses all *the* objectives outlined in the RFP. [20 points]
- *Advantageous*
The proposal addresses most project objectives in the RFP. [10 points]
- *Not Advantageous*
The proposal addresses all the objectives *outlined* in the RFP. [5 points]
- *Unacceptable*
The proposal *does* not address objectives *outlined* in the RFP. [0 points]

Evaluation of Previous Work Product Samples - 20 Points Maximum

- *Highly Advantageous*
The samples are well organized with few to no significant analytical, grammatical, or typographical errors. [20 Points]
- *Advantageous*
The samples are well organized with few to no significant analytical, grammatical, or typographical errors. [10 Points]
- *Not Advantageous*
The samples are not well organized, *or* they contain several significant analytical, grammatical, or typographical errors. [5 Points]
- *Unacceptable*
No work samples have been provided. [0 Points]

Maximum Total Points - 100 Points



Fee Proposal Form

Vendor shall provide the fee per inspection by completing the cost per Inspection list provided below. Cost should be inclusive of all expenses required to perform the services. **MHA will** remit payment upon receipt of an invoice after services have been rendered.

Cost per Inspection for:

Annual: \$ _____

New Unit/Initial: \$ _____

Re-Inspection: \$ _____

Special/Complaint: \$ _____

Emergency: \$ _____

No Show: \$ _____

Signature: _____

Title: _____

Date: _____



MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



Attachments

- Attachment A: Instruction to Offers Non Construction (Form HUD 5369B)
- Attachment B: Certification and Representations of Offerors (Form HUD 5369C)
- Attachment C: General Conditions for Non Construction Contracts (Form HUD 5370C)
- Attachment D: Certifications of Payments to Influence Federal Transactions (Form HUD 50071)
- Attachment E: Non-Collusive Affidavit Form
- Attachment F: Section 3 Policy
- Attachment G: Ethics Policy
- Attachment H: Sample Evaluation & Criteria Score Sheet

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of **work**, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from -

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] -

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) award a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, The IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Certifications and Representations of Offerors

Non-Construction Contract

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 business, and certifications for independent price determination, and; on 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

2. 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.

3. 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 any 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.

4. 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:

Typoo or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II - (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. 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.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 - use Sections I and II.

Section II - Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(i) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (i) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (ni) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

© A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

- (i) forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Certification of Payments to Influence Federal Transactions

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

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)



MHA Section 3 Policy

A. REQUIRED EFFORTS

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority- owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of and Authority development are used whenever possible. Such efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists.
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 75.
- g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A. 1.a. through A.1.f. above.

2. Goals should be established by the Authority periodically for participation by small businesses, minority-owned businesses, women business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in, the area of the development, in the Authority's prime contracts and subcontracting opportunities.



MHA Ethics Policy

Ethics

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided in the Arkansas Freedom of Information Act and shall be available to the public as provided in that statute.

Ethics in Public Contracting

General

The MHA hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law.

Conflicts of Interest

No employee, officer, Board member, or agent of the MHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Board member, or agent involved in making the award.
- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential

contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the MHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this _ day of.....

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF Arkansas)

) ss

COUNTY OF Pulaski)

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

Subscribed and sworn to me this ____ day of _____

Notary Public Signature

My Commission Expires: _____