

The Housing Authority
of the City of Hagerstown
35 W. Baltimore Street
Hagerstown, MD. 21740

Request for Proposal



General Counsel and Landlord-Tenant
Legal Services
July 1, 2024- June 30, 2029

April 10, 2024

Request for Proposal General Counsel & Legal Services

April 10, 2024
Proposals Due: April 30, 2024

Purpose

The Housing Authority of the City of Hagerstown, Maryland (The Authority) herein solicits proposals from qualified and experienced firms interested in providing General Counsel and Landlord-Tenant Legal Services in the operation of management of the Authority's affordable housing programs.

Background

The Authority was created in 1949 by resolution of the Mayor and Council due to the need of low-rent housing for low-income families. A contract between the Authority and the United States Department of Housing and Urban Development allows the Authority to rent to lower income families.

The Authority is a nonprofit organization operating under the laws of the State of Maryland to provide housing for low-income families within the City of Hagerstown. A committee of five (5) appointed citizens serve as Board of Commissioners to create policy and guidance to the professional staff led by the Executive Director.

The Authority manages and employs up to eighty employees in eight (8) departments to include Executive, Finance, IT, Housing, Properties, Maintenance, Security, and Resident Services. The rapid growth of Hagerstown is expected to continue, and the Authority foresees bringing additional demands for services and personnel and the financial resources under Public Housing Operating Fund, Capital Fund, Housing Choice Voucher Contributions, and Resident Opportunity .

Term of Service and Renewal:

Term of Service is to commence effective July 1, 2024 and will conclude on June 30, 2029. The Contract shall not exceed a maximum period of five-years with the first renewal option occurring in the Year 2026 and an additional renewal option in the Year 2028 unless cancelled by either party.

The Authority reserves the option to extend this agreement in one (1) year or two (2) year increments up to a maximum period of five (5) years. The Authority shall review the following criteria prior to exercising the option to extend the contract:

- a. Pricing provided at the time of quote or proposal;
- b. Fund availability;
- c. Statement that the option was included in and evaluated as part of the basic proposal;
- d. A review of market prices to justify price reasonableness, including whether the option is still economical for the Authority, since the prices are estimated, the Authority may elect to renegotiate the prices;
- e. Past performance of the vendor; law firm; or other professionals
- f. Any other factors that support the Authority's decision to exercise the option.

Proposal Submission:

Responses may be submitted by mail, in person, or via email to:
Sherry Buhrman "LEGAL SERVICES RFP" Hagerstown Housing Authority 35 W. Baltimore
Street Hagerstown, MD. 21740 or sbuhrman@hagerstownha.com

Timeline:

Proposal issued date: April 10, 2024
Proposal due date: April 30, 2024 by 3:30 PM

Inquiry Period:

The Inquiry Period allows potential vendors to ask clarifying questions regarding the RFP prior to the Proposal Due Date. To ask a question, please submit a question to the following:
sbuhrman@hagerstownha.com

1. The Authority may negotiate the renewal price each year and may elect not to exercise its option to renew and issue new request of proposals or request for quotes
2. The Authority reserves the right to negotiate the final cost with the firm which otherwise meets the selected factors as listed in the requirements.
3. The Authority reserves the right to reject any and all proposals and / or portions thereof, or to waive any informalities.
4. The Authority reserves the right to select multiple attorneys based on area of expertise.
5. Proposals will be reviewed and evaluated by the Housing Authority's RFP Committee for award recommendation to the Contracting Officer and Board of Commissioners at their next regular meeting

Thank you for your interest.

Sincerely,



Sean Griffith,
Contract Officer
Hagerstown Housing Authority

GENERAL REQUIREMENT - PART 1

SCOPE OF SERVICES

The Attorney shall render all legal services which the Housing Authority may require in the operation and management of its public housing programs including, but not limited to the following:

Management Legal Services

- 1) As requested by the Executive Director or the Chairman of the Board of Commissioners, of official matters and when necessary.
2. Appearance for and representation of the Housing Authority in court in all litigation matters.
3. Rendering of necessary legal opinion.
4. Conferring with and advising officers, and authorized representatives of the Housing Authority on legal matters when requested.
- 5.. Advising and assisting in the review of legal contracts and preparation of legal documents when legal drafting may be necessary.

Landlord-Tenant Legal Services

1. Process the collection of former Tenant Accounts Receivable by obtaining judgments in small Claims Court and subsequent collection of activities for Low Rent Public Housing and Housing Choice Voucher Rental Assistance Programs when requested by the Housing Authority.
2. Review cases recommended for breach of lease as assigned by the Housing Authority.
3. Represent the Housing Authority in judicial proceedings in District and Circuit Court trials as required by the Housing Authority.
4. Represent and defend the Housing Authority in actions that entail landlord-tenant legal issues, including necessary contact tenant's legal issues, including necessary contact with tenant's legal representative, the Housing Authority staff, and all other involved parties.
5. Consult with Housing Authority staff on landlord-tenant issues as necessary.
6. At the request of the Executive Director or designee, periodically review leases, policies and procedures that implement regulations to assure legal compliance.

Time of Performance

The services of the Attorney shall commence effective July 1, 2024 and will conclude on June 30, 2024. The Contract shall not exceed a maximum period of five-years with the first renewal option occurring in the Year 2026 and an additional renewal option in Year 2028 provided that the parties agree on the rate of compensation to be received during any exercise of the renewal option or cancelled by either party.

The Attorney may cancel this agreement with sixty (60) days prior written notice of such intention to cancel. The Housing Authority may cancel this agreement with fifteen (15) days prior writing notice of such intention to cancel.

The Attorney will be available and expected to respond within a reasonable response time regarding request for service.

Compensation

The Housing Authority agrees to pay and the Attorney agrees to accept compensation for actual legal services rendered and satisfactorily performed and as the sole discretion of the Housing Authority on the basis of a fee schedule as follows:

Monthly Retainer Charge:	\$ _____ (Monthly)
Legal Services (non-court appearance)	\$ _____ (Per Hour)
Legal Services (with court appearance)	\$ _____ (Per Hour)

The Housing Authority shall reimburse the Attorney for out-of-pocket expenses and disbursements incurred with the approval of the Housing Authority in connection with legal matters handled by the Attorney such as court costs, witness fees, recording fees, and other cots generally chargeable to a client, but not including the Attorney's office or overhead expenses. Necessary traveling expenses shall be reimbursed in accordance with the travel regulations of the Housing Authority.

Method of Payment

The Attorney shall submit to the Housing Authority a statement of account for Management Legal Services and Landlord-Tenant Services which clearly sets forth by dates (year, month, day); the designated items of work; the time appropriately charge thereto (pro-rated in terms of minutes, hour) and the total number of hours charged under each rate for services performed.

Payment shall be made promptly upon approval by the Authority of the Attorney's prompt statement.

Submission of papers and documents

The Attorney shall submit to the Housing Authority, a copy of all pleadings, motions, orders, briefs and other legal opinions or memoranda for which fees are charges, as well as a copy of papers and briefs filed by the Attorney for opposing parties, unless previously submitted.

Additional Provisions

The Attorney agrees to comply with all applicable Federal laws and regulations, State and local laws, ordinances and codes in performing the services hereunder. The Attorney specifically agrees to comply with all reporting and other requirements of HUD Handbook 1630.01, Rev.-5 entitle "Litigation" dated May 18, 2004, as well as any amendments to said Handbook

Notwithstanding anything contained herein to the contrary if attorney is requested to perform a service or conduct a case which in attorney's sole opinion is a service or case . that attorney is not qualified to handle or does not have enough experience (ie., Jury Trail) attorney shall so advise the Housing Authority and attorney shall not be obligated to perform such service. Attorney will provide a recommendation of a colleague or colleagues who attorney believes have the sufficient qualifications or experience for such service.

TERMS AND CONDITIONS - PART 11

1. Termination of Contract for Cause

If, through any cause, the Attorney shall fail to fulfill in timely and proper manner the obligations under the Contract, or if the Attorney shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Attorney of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, files and reports prepared or maintained by the Attorney under this Contract shall, at the option of the Housing Authority, become its property and the Attorney shall be entitled to compensation for any fees incurred for satisfactory work completed as of the date of termination.

Notwithstanding the above, the Attorney shall not be relieved of liability to the Housing Authority for damages sustained by the Housing Authority by virtue of any breach of Contract by the Attorney, and the Housing Authority may withhold any payments to the Attorney for the purpose of set-off until such time as the exact amount of damages due to the Housing Authority from the Attorney is determined. The sums withheld by the Housing Authority shall in no way be construed to relieve the Attorney of further liability to the Housing Authority for damages sustained due to the breach of the Contract by the Attorney.

2. Termination of Convenience of Local Authority

The Housing Authority or the Attorney may terminate this Contract at any time by giving at least sixty (60) days notice in writing. If the Contract is terminated by the Housing Authority as provided herein, the Attorney will be paid an amount equal to the legal fees earned and expenses incurred as of the date of termination. If the Contract is terminated by the Attorney as provided herein, the Attorney will be paid an amount equal to the legal fees earned and expenses incurred as of the date of termination. If this Contract is terminated due to the fault of the Attorney, Section 1 hereof relative to termination shall apply.

3. Changes

The Housing Authority may, from time to time, request changes in the scope of the services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are mutually agreed upon by and between the Housing Authority and the Attorney, shall be incorporated in written amendments to this Contract.

4. Personnel

A. The Attorney represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any contractual relationship with the Housing Authority.

- B. All the services required hereunder will be performed by the Attorney or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

5. Anti-Kickback Rules

Fees and cost incurred associated with legal services rendered under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276C). The Attorney shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Equal Employment Opportunity

During the performance of this Contract, the Attorney agrees as follows:

- A. The Attorney will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, or national origin. The Attorney will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, physical handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Housing Authority setting forth the provisions of this nondiscrimination clause.
- B. The Attorney will, in all solicitations or advertisements for employee's place by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.
- C. The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to the Housing Authority.

8. Compliance with Local Laws

The Attorney shall comply with all applicable laws, ordinances, and codes of the State or local government, and shall commit no intentional trespass on any public or private property in performing any of the work embraced by this Contract.

9. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Housing Authority. The Attorney shall be as fully responsible to the Housing Authority for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. The Attorney shall insert in each subcontract appropriate provision requiring compliance with the labor standards provisions of this Contract.

10. Assignability

The Attorney shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Housing Authority. Provided, however, that claims for money due or to become due the Attorney from the Housing Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Housing Authority.

11. Interest of Members of Housing Authority

No member of the governing body of the Housing Authority, and no other officer, employee, agent of the Housing Authority who exercises any functions or responsibilities in connection with the carrying out of the services to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

12. Interest of Other Local Public Officials

No member of the governing body of the locality in which the services under this Contract are to be performed, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the terms of the Contract, shall have any personal interest, direct or indirect, in this Contract.

13. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.

14. Interest of Attorney

The Attorney covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the Housing Authority or any of its properties or any other interest, which would conflict in any manner or degree with the performance of his/her services hereunder. The Attorney further covenants that in the performance of this Contract, no person having such interest shall be employed.

15. Findings Confidential

All of the reports, information, data, files, etc., prepared, maintained or assembled by the Attorney under this Contract are confidential and the Attorney agrees that they shall not be made available to any individual or organization without prior written approval of the Housing Authority.

16. Maintenance of Records

The Attorney shall maintain all records, documents and files generated under this Contract for a period of three (3) years after the Housing Authority makes final payment hereunder and all other matters are closed. In the event that the Housing Authority demands possession of the records or files generated under this Contract, the Attorney shall be entitled to make a copy of all such records, documents and files and the Attorney shall be reimbursed by the Housing Authority for the reasonable costs associated with that duplication.

END

STIPULATION AGAINST LIENS

The Housing Authority of the
City of Hagerstown, Maryland

And,

Attorney

Re: General Counsel and Landlord-Tenant Legal Services

WHEREAS, the Housing Authority of the City of Hagerstown, Maryland a body politic and corporate, of the State of Maryland has executed herein a contract with _____, a company organized and existing under the laws of _____ for legal services as an Attorney.

NOW, THEREFORE, on _____, it is agreed that no mechanic claims or other items shall be filed against the respective buildings and/or grounds appurtenant thereto by the above said, nor any subcontractor, nor by any of the material men or workmen or any person for any material or labor or extra material or labor purchased or furnished in connection with the work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Sean Griffith, Executive Director

Attest:

By: _____
Attorney or Authorized Official

EVALUATION FACTORS & AWARD CRITERIA

In reviewing and evaluating all proposals received, the Housing Authority's RFP Evaluating Committee will use the following evaluation factors.

FACTORS	MAXIMUM POINTS
<p>General Experience The firm has specific experience and knowledge in property management, employment law, conflict resolution, diversity Civil Rights, public sector landlord-tenant rental legal services. Specific experience in HUD Housing Assisted Programs.</p> <p>(Greater experience and qualifications receive higher points, lesser experience and qualifications receive lower points.)</p>	70
<p>Fees and Rates A review and determination that fees and rate for services are reasonable, (Reasonable fees based on comparison to other offerors and related criteria.)</p>	15
<p>Professional Staffing Capability Adequacy of professional staff to perform required services in a timely and professional manner as determined by staff qualifications and product timeliness. (Adequate staffing and timeliness receiving higher points, lesser adequacy and timeliness receiving lower points.</p>	10
<p>Section 3 Business or Minority/Women Owned Business Firms that do not qualify for Section 3 or MBE status are not disqualified; they do not receive points assigned to this category</p>	5
Total Maximum Points	100

Offerors are strongly encouraged to submit additional support data relating to their past performance, experience, legal expertise and quality of work.

General Counsel and Landlord-Tenant Legal Services

Date:

Name of Assigned Legal Representative:

Monthly Retainer Charge:

\$ _____ (Monthly)

Legal Services (non-court appearance)

\$ _____ (Per Hour)

Legal Services (with court appearance)

\$ _____ (Per Hour)

Legal Services — Paralegal, Legal Assistant

\$ _____ (Per Hour)

Firm:

Address:

By:

(Signature of Authorized Official)

Title:

Federal ID or Social Security Number:

Submit this form, along with cover letter, Representations, Certifications and other Statements of Offerors to:

Mr. Sean Griffith, Contracting Officer
Hagerstown Housing Authority
35 W. Baltimore Street Hagerstown MD. 21740

MINORITY & FEMALE BUSINESS ENTERPRISE EFFORTS



It is the policy of the HAGERSTOWN HOUSING AUTHORITY that maximum practicable opportunity be provided to Minority & Female Business Enterprises to participate in the contracting and purchase activities initiated by the Housing Authority.

This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.

BUY AMERICAN

PHAs shall follow Buy American requirements of section 1605 of the Recovery Act and use only iron, steel and manufactured goods produced in the United States in their projects. RE: HUD publishes a Stimulus Act Capital Fund Implementation Notice dated March 18, 2009.



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION



Equal Employment Opportunity (EEO) was established by Executive Order 11246 on Sept 24, 1965. This executive Order ensures equal employment opportunities for minorities.

Under Equal Employment Opportunity provisions employers (Vendors/Contractors) agree to take affirmative actions to ensure and maintain a working environment free of harassment and intimidation. Also, that employees are not discriminated against because of race, sex, color, national origin or religion.

DOES YOUR BUSINESS MEET THESE GUIDELINES
(IF SO – PLEASE LET US KNOW)

SECTION 3
ECONOMIC OPPORTUNITIES FOR
LOW INCOME RESIDENTS AND
LOCAL SECTION 3 BUSINESS FIRMS



Section 3 is a provision of the Housing and Urban Development act of 1968 which requires that programs receiving funding under HUD provide to the greatest extent feasible opportunities for job training and employment to low income residents.

Contractors and Vendors must make a good faith effort to utilize Section 3 residents as trainees and employees and make a good faith effort to award contracts to Section 3 business concerns.

DEFINITION

A “SECTION 3 BUSINESS” CONCERNS:

A business enterprise which meets any one of the following 3 circumstances:

- a) Is 51% or more “owned” by Section 3 residents, or
- b) Whose permanent, full time employees include persons at least 30% of whom are currently Section 3 residents, or
- c) A business concern that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet Section 3 qualifications.

“SECTION 3 RESIDENT”

- 1) A public housing resident, or
- 2) A “low income” resident of the Section 3 covered area or
- 3) A person seeking training and employment preference (bears responsibility of providing evidence of eligibility).

“LOW” AND “VERY LOW” INCOME

“Low Income” - Families whose income does not exceed 80% of the local “median” income.
 (“Very Low Income” - Incomes which do not exceed 50% of the local “median” income.)

LOW INCOME:	\$44,700(1-Person)	\$63,850(4-Person)
	\$51,100(2-Person)	\$69,000(5-Person)
	\$57,500(3-Person)	\$74,100(6-Person)

“MEDIAN INCOME”

FY 2020 – The Local Median Income for the Hagerstown, Maryland area as published in the HUD User Website (<http://Huduser.org>) is \$79,800. (4-Person) as of 04/01/2020 per (HHA Housing Dept. Chart 04/01/2020) is \$63,850.

SEC3MBE 08/24/2020

EXHIBIT ‘U’

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 businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction



1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]