

HOUSING AUTHORITY OF COLUMBUS GEORGIA

SECURITY CONSULTANT-TECHNICAL SERVICES

REQUEST FOR PROPOSALS

Issued October 26, 2016

**WEST POINT HOUSING AUTHORITY
O.J. COOK, PINE MOUNTAIN & GRANT CIRCLE
WEST POINT, GEORGIA**

The Housing Authority of Columbus GA is soliciting proposals for:

SOLICITATION TYPE: Request for Proposals – Security Consultant-Technical Services

DESCRIPTION: Security Consultant Technical Qualifications

RFP Package: RFP Package Available from Housing Authority of Columbus Georgia

ISSUE DATE: **October 26, 2016**

PROPOSAL DUE DATE AND TIME: **November 18, 2016 at 4:00PM EST**

PRE-PROPOSAL CONFERENCE: **November 2, 2016 at 10:00 AM EST**
Housing Authority of the City of West Point GA
Community Center
1201 East 12th Street
West Point, GA 31833

PROPOSAL SUBMISSION PLACE:

Hand Delivery:
Housing Authority of Columbus GA
1000 Wynnton Road
Columbus, GA 31906

Mail Delivery:
Housing Authority of Columbus GA
P.O. Box 630
Columbus, GA 31902

CONTACT: Rickey C. Miles,
Real Estate Development Construction
Coordinator
Housing Authority of Columbus GA
Phone: 706 571 2800, ext. 858
Fax: 706 571 2864

Note: All inquiries must be received in writing by mail, email or by facsimile no later than November 14, 2016 by 4:00 P.M. Eastern Time.

All Proposals are subject to the Conditions, Instructions and Specifications attached hereto.

Upon receipt of this Request for Proposals, parties interested in submitting a response must notify contact listed above of their interest, thereby enabling HACG to issue any addenda to all interested parties.

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SECTION A – INTRODUCTION

The Housing Authority of the City of West Point Georgia (WPHA) is a public entity that provides federally subsidized housing to low-income families. The WPHA is governed by a seven-member board of commissioners appointed by the mayor of the city of West Point. The WPHA is currently being managed under contract by the Housing Authority of Columbus Georgia (HACG).

WPHA determined that it could best serve the needs of low income families and the needs of the broader community by improving the environment of the existing Developments and creating a new, major effort to further provide a safe, sanitary and family neighborhood.

Which maintains affordability for low and moderate income families, includes community facilities and features necessary to attract and support a variety of residents and which contributes to the continuing vitality of the City of West Point.

The authority is currently working on a Redevelopment Program for the West Point and will include the consultant’s recommendations in this planning process.

SECTION B – PROJECT DESCRIPTION and SCOPE OF WORK

1. The Housing Authority of the City of West Point Georgia

1.1 Background

The Housing Authority of the City of West Point Georgia is located at the intersection of Martin Luther King, Jr. Drive and East 12th Street, a short distance off Georgia State Route 18 in West Point, Georgia. The city has recently adopted a new master plan in which the Authority was an active participant. The Authority is looking to further our efforts in making West Point a better community by reducing any and all activities that prevent the West Point Housing Communities from representing the best in affordable housing in Troup County.

2. SCOPE OF WORK

2.1 General Requirements

The Authority intends to award a contract to a firm to provide a comprehensive review of the security system, plans (if existing), policies and procedures with specific recommendations for system infrastructure, location of infrastructure, type of equipment, including storage of historical video graphic records and any necessary implementation measures to improve security, policies and procedures. The expected result from the selected firms is a written security management plan that would address, but not limited to the following:

- a) Assessment of existing security plans and systems and infrastructure and fitness to provide resident and employee safety;
- b) Assessment of the need for surveillance system, exterior lighting and recommendation of any changes needed in relation to lighting, landscaping, parking, traffic, site control in order to provide optimal safety at the property.
- c) Provide complete list of recommendation for security improvements
- d) Provide a scope of work to be used by the HACG to solicit bids for installation of same on WPHA properties;
- e) Provide oversight of installation of security system once bid and awarded.

2.2 Socioeconomic Participation-Section 3

It is anticipated that opportunities will be available for the involvement of minority-, women- (M/WBE) and Section 3-owned businesses as project personnel or subcontractors to the Contract. The selected Contractor is expected to ensure significant participation by M/WBE and Section 3 persons and businesses throughout the implementation of the contract.

“Section 3” refers to Section 3 of the HUD Act of 1968; generally, a Section 3 individual is a low-income community resident and a Section 3 business is one owned or controlled by Section 3 individuals.

SECTION C - SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

1. Submission Requirements

All companies submitting Proposals must respond to each of the submission requirements and provide response to all of the questions indicated herein:

- a) Letter of Interest
- b) Organization Description
- c) Licensing Status
- d) Experience
- e) References
- f) Certifications and Assurances
- g) Other Attachments

2. Submission Format

Offerors must assemble submissions in the order described below and place proposals in 3-ring binders with tabs clearly identifying each section. Offerors must clearly coordinate proposal response information with each Submission Requirement item title as shown in this RFP.

A. Letter of Interest

The Contractor must provide a letter of interest which indicates the company’s interest and willingness to enter into a contract agreement with HACG for the security consultant for West Point. The Letter of Interest must identify the name and address of the company, the type of services provided by the company, any additional specialist services provided by the company, name and position of primary contact for the purposes of this proposal, a statement that the proposal will remain valid for not less than **sixty (60) days** from the due date. The letter must be signed by an authorized officer of the company in addition to the primary contact person.

B. Organization Description

Provide responses to the following questionnaire:

- B.1 Legal name of organization, location/address of organization office submitting this proposal.
- B.2 How many years has the organization been in business as a Security Consultant?
- B.3 How many years has the organization been in business under its present business name?
- B.4 Under what other or former names has your organization operated?

C. Licensing Status

Provide responses to the following questionnaire:

- C.1 List jurisdictions in which the organization’s partnership or trade name is registered and qualified to do business and indicate registration or license numbers.
- C.2 List jurisdictions in which the organization’s partnership or trade name is filed.
- C.3 List all business services which the organization is registered to perform/provide.

D. Experience

Provide responses to the following questionnaire:

- D.1 Provide resume/curriculum, education qualifications, professional experience and present responsibilities of key personnel from the organization who may be assigned to this project, including: executive officers, operational/administrative personnel, project management personnel, site superintendent personnel, site administrative staff, site staff.
- D.2 Provide description of the approach and methods your team will utilize to assure participation by minority-owned and women-owned businesses. To the extent such businesses are included in the team or committed to be part of the team, they should be identified. Prior experience utilizing MBE/WBE businesses should be described in sufficient detail to permit the selection panel to determine the team’s track record and likely success. Offeror should also describe its commitment to equal employment under Executive Order 11246, the Viet Nam Veterans’ Readjustment Act and Rehabilitation Act of 1973.
- D.3 Provide a description of the approach and methods your organization will utilize to assure employment of public housing residents or other disadvantaged individuals eligible as Section 3 participants. Offeror should indicate that they will require all subcontractors to utilize appropriate State-approved apprenticeship programs when available as a means to meet the Section 3 employment goals.? Explain.
- D.4 Provide a description for similar project designs for your firm,

E. References

Provide responses to the following questionnaire:

- E.1 List trade, professional references and/or attach letters of reference
- E.2 List previous client References and/or attach letters of reference

F. Certifications and Assurances

Offeror must complete and submit the required certifications and assurance forms attached to this RFP and may be subsequently required to furnish certifications regarding debarment and suspension, as well as other standard certifications and reference release forms.

The successful firm must be willing to comply with all terms and conditions of this RFP. As a general requirement, the RFP specifies that all work is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances and statutes. It will be the full expectation of HACG and a contractual requirement that the successful Security Consultant will fully and routinely meet the above requirements.

3. Evaluation Criteria

The following evaluation factors will be utilized by HACG to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposal submits within his/her proposal submittal:

Points Available	Criteria	Description of Criteria
30 points	Qualifications	The respondent’s demonstrated organizational capacity will be evaluated through an assessment of the respondent’s staff, specialists, and consultants experience and qualifications. The respondent’s demonstrated ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
25 points	Experience	The demonstrated relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date. Consideration will be given to those respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP.
25 points	Price	The appropriateness of cost to the scope of work.
10 points	Proposed solution/project approach	The respondent’s demonstrated approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
10 points	Equal Opportunity (MBE/WBE), Section 3 and Non-Discrimination	The degree to which the contractor provides for minority and women-owned business participation reflective of the local community and demonstrates compliance with equal opportunity and non-discrimination requirements. The degree to which the Contractor demonstrates experience in, and an effective approach to, compliance with Section 3 requirements and resident participation.
100 points		

SECTION D – SELECTION PROCESS

1. Selection Process

The purpose of this RFP – Technical Qualifications is to solicit meaningful proposals so that the HACG may select, from a range of proposals, the firm that best meet its needs and requirements. HACG urges all interested firms to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection.

HACG reserves the right to conduct interviews with one or more Offerors, if in the sole opinion of HACG, that method will provide the greatest benefit to HACG and advancing the project.

All proposals will be initially reviewed to determine compliance with the submission requirements specified in this RFP. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation criteria stated above will be used to determine the most competitive Offerors. At HACG’s option, Offerors may be asked to participate in an interview process to further discuss how they will specifically apply their qualifications and experience for the project management of the project. HACG will use the interviews and reference checks as a basis for making a final determination of selection in accordance with the stated Evaluation Criteria.

This procurement is for the assessment and design services only and the installation of improvement will be done by a separate firm/contractor.

2. Pre-Proposal Conference/Questions

Pre-Proposal Conference
November 2, 2016 at 10:00 AM EST
Housing Authority of the City of West Point GA
Community Center
1201 East 12th Street
West Point, GA 31833

Interested Applicants are encouraged to tour the existing site and adjacent neighborhoods, and to submit questions to specified contact person.

HACG will respond only to questions received no later than November 2, 2016 at 4:00 pm.

3. Submission Due Date

Proposals submitted in response to this solicitation will be accepted until November 18, 2016 at 4:00 PM Eastern time. Offerors must provide one (1) original clearly marked “ORIGINAL” and five (5) copies, each of which should be clearly marked “COPY”. The required submission must be placed in envelopes or box marked “West Point Security Consultant-Technical Services” and delivered to:

J. Len Williams, Executive Director
Housing Authority of Columbus GA
1000 Wynnton Road
Columbus, GA 31906

The submission deadline is firm as to date and hour. An Offeror may select any mode of delivery. However, the risk of non-delivery shall remain with the Offeror. HACG will treat as ineligible for consideration any submission that is received after the deadline. Upon receipt of each proposal, HACG will date stamp it to

evidence timely or late receipt and, upon request, provide the Offeror with an acknowledgement of receipt. Faxed or emailed submissions will not be accepted. All timely submissions become the property of HACG and will not be returned. Proposals will be held in confidence and provided only to those involved in the procurement process. Financial statements and bank references may be placed in a separate sealed envelope marked “confidential.” All information from non-successful Offerors, which is clearly identified as confidential, will be returned to the Offeror after the date the agreement is executed with the selected Offeror.

4. Committee to Evaluate Proposals

In accordance with 24 CFR Part 85, a Committee will be established that will be responsible for overseeing the team procurement process and making a selection recommendation to HACG’s Executive Director and West Point Housing Authority Board of Commissioners. The Committee will be made up of representatives of HACG. The Committee will determine which proposals are responsive based on the established evaluation criteria and point system. Offerors whose proposals are determined to be responsive may be interviewed by the Selection Committee, at HACG’s option. Following the interviews (if required), offerors may be required to submit supplemental information. The Selection Committee will then assign a final score for each proposal.

The Committee may consider unacceptable any proposal for which critical information is lacking or whose submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references may, at the sole option and discretion of HACG, be corrected subsequent to the submission due date.

5. HACG Procurement Policy

HACG may reject any or all proposals that are determined not to be in the HACG’s best interests. In addition, HACG reserves the right to waive any informalities or minor irregularities if it serves the parties’ best interest to do so. HACG will select Offerors based on the evaluation criteria.

SECTION E - GENERAL INFORMATION

1. Interpretation

The intent of this RFP is to establish the qualifications for the services required and to provide prospective Offerors with sufficient information to enable them to provide an acceptable response to this RFP. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFP may be submitted in writing only (via post, email or fax) and should refer to the specific paragraph in question. Contractor inquiries will be answered only in writing by addendum issued to all registered interested respondents to this RFP. The addenda shall become part of this RFP and all Offerors will be bound by the addenda.

2. HACG Options

HACG reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- a. Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFP or any subsequent negotiation process;
- b. Reject, in whole or in part, any and all proposals received in response to this RFP which are incomplete and/or non-responsive, or are not in the best interests of HACG in its sole discretion;

- c. Request that certain or all Offerors to this RFP supplement or modify certain aspects of the information or proposals submitted;
- d. Cancel this RFP and/or reissue a Request For Proposals;
- e. Procure any service by any other means legally permitted;
- f. Modify the selection procedure, the scope of the proposed project or the required responses; and
- g. Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

All Offerors shall comply with the conditions, requirements and specifications contained herein. Any departure shall constitute sufficient cause for rejection of the proposal at HACG's discretion.

No award will be made to any Offeror that is determined not responsible to perform or if suspended, debarred, or otherwise determined ineligible to receive an award by HUD in accordance with 24 CFR Part 24. Prior to award, HACG will review the proposed Offeror's ability to perform the contract successfully, considering such factors as the Offeror's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Offeror's previous clients), and financial and technical resources.

3. No Claim Against the HACG

An Offeror shall not obtain, by submitting a proposal in response to this RFP, any claim against HACG or HACG's property by reason of all or any part of any of the following: any aspect of this RFP; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of HACG or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

The Offeror will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Offeror will become the property of HACG and will not be returned. The Offeror selected for further interviews and negotiations will be responsible for all costs incurred in connection therewith.

4. Personnel

In submitting a proposal, the Offeror is representing that the personnel described in their proposal shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature in which cases the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of HACG.

5. Contact with HACG Staff, Board Members and Residents

All communications with HACG shall be in writing to:

Rickey C. Miles,
Real Estate Development Construction Coordinator
Housing Authority of Columbus GA
Phone: 706 571 2800, ext. 858
Fax: 706 571 2864
Email: rc Miles@columbushousing.org

Beyond the above referenced written communications, Offerors and their representatives may not make any other form of contact with HACG Staff, HACG Board Members, HACG Residents. Any improper contact by or on behalf of an Offeror may be grounds for disqualification.

6. Future Contract Agreements and Issues

This RFP will lead to an **Invitation for Bid**. During the response and evaluation time associated with this RFP, any discussion, comment or reference to the exact terms of a future Invitation for Bid or resulting contract award will be considered non-binding and not applicable. No contractual rights shall arise out of any discussion or comment which references a future Invitation for Bid or possible Contract Award.

7. Rules, Regulations and Licensing Requirements

The Offeror, their staff and agents shall comply with all laws, ordinances and regulations applicable to the services specified herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all Federal, State and Local Laws, Ordinances, Codes, Rules and Regulations that may in any way affect the services to be provided.

8. Equal Opportunity Employment

Offerors agree that there will be no discrimination as to race, gender, religion, color, age, creed or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this RFP. Offerors must also agree to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60).

END OF TEXT

RFP SECURITY CONSULTANTING

PRICE SHEET

_____ shall provide the services as detailed in
(Company Name)
the attached proposal for an Security Consulting, subject to the term, scope of services and
general conditions set forth in the Request for Proposal, for a total cost of
and (\$_____).

RESPECTFULLY SUBMITTED:

Name: _____

Title: _____

Date: _____

EXHIBIT A

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NON-COLLUSIVE AFFIDAVIT (Prime Bidder)

State of _____

County of _____

_____, being first duly sworn, deposed and says that he/she is a partner or officer of the firm of _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, be agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the Housing Authority of Columbus Georgia, of any personal interest in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: _____

(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)

Subscribed and sworn to before me this day of _____, 200__.

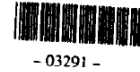
My commission expires _____, 200__

EXHIBIT B

HUD 5369-B
INSTRUCITONS TO OFFERORS
NON CONSTRUCTION

**Instructions to Offerors
Non-Construction**

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



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.]

EXHIBIT C

HUD 5369-C
CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
NON CONSTRUCTION CONTRACT

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title: