

REQUEST FOR PROPOSALS:

Professional Legal Eviction Attorney Services

RFP No. 2021-04



Housing Authority of the City of Prichard
200 W Prichard Avenue
P.O. Box 10307
Prichard, Alabama 36610

Board of Commissioners:

Marshall Hunt Sr., Chairman
Ronald K. Davis, Vice-Chairman
Charles Pharr
Bennie H. McConnell
Jimmie L. Woods

Zulieka Boykin, Executive Director
Gregory L. Harris, Legal Counsel

April 19, 2021

TABLE OF CONTENTS

	Page Number
Request for Proposals	
SECTION 1—GENERAL INSTRUCTIONS	4
SECTION 2—INTRODUCTION	8
SECTION 3—HACP'S RESERVATION OF RIGHTS	8-9
SECTION 4—SCOPE OF PROPOSAL	9-10
SECTION 5—ADDITIONAL REQUIREMENTS	11-16
SECTION 6—FORM OF PROPOSAL	16-18
SECTION 7—PROPOSAL EVALUATION	18-21

FORMS

Contractor/Vendor Application

Sample Contract Agreement Form

of Proposal

HUD Form 5369- A & B

Profile of Firm

Non-Collusive Affidavit

**REQUEST FOR PROPOSAL FOR PROFESSIONAL LEGAL EVICTION ATTORNEY SERVICES
FOR THE HOUSING AUTHORITY OF THE CITY OF PRICHARD**

The Housing Authority of the City of Prichard (HACP) is soliciting proposals from qualified contractors with demonstrated professional competence and experience with Professional Legal Eviction Attorney Services.

Interested proposers shall furnish one (1) original and three (3) copies of their proposal. Proposers must submit their proposals in a sealed envelope clearly marked "**RFP Professional Legal Eviction Attorney Services**".

Proposals will be received until:

TIME: 3:00 P.M.

DATE: May 19, 2021

WHERE: Housing Authority of the City of Prichard, 200 W Prichard Avenue, Prichard, Alabama

There will be a Pre-Proposal Conference on **April 28, 2021 at 3:00 p.m.** at the HACP Administrative Office located 200 W Prichard Avenue, Prichard, AL 36610. Questions regarding the proposal should be directed to Zulieka Boykin, Executive Director, zboykin@prichardhousing.com.

Proposals will not be publicly opened. They will be reviewed and evaluated, and all respondents will be notified in writing. HACP will select respondent(s) that are the most advantageous to the authority based on the evaluation criteria stated in the Request for Proposal. HACP reserves the right to negotiate rates and other factors. The successful respondent(s) to whom the award(s) are made will be notified at the earliest practical date.

Proposals received after the stated date and time will not be considered.

A Request for Proposal information packet may be downloaded from our website www.prichardhousing.com. HACP reserves the right to reject any and all proposals, to advertise for new proposals, or proceed to accomplish this work by any means determined to be in the best interest of the Housing Authority of the City of Prichard. Proposals will be weighted on the evaluation criteria stated in the Request for Proposals. Price alone will not be the sole determining criteria in proposal selection.

SECTION 1— GENERAL INSTRUCTIONS TO RESPONDENTS

The Housing Authority of the City of Prichard (HACP) has issued this to define the minimum service requirements; solicit proposals; detail proposal requirements; contractor requirements; and outline the process for evaluating proposals and selecting the subsequent Contractor(s).

All respondents must respond in writing to the RFP and any RFP exhibits, or amendments.

1.1 COMMUNICATIONS

All communications regarding this RFP shall be in writing and must be directed to the following Point of Contact, HACP's only Point of Contact for this RFP.

Zulieka Boykin, Executive Director
P.O. Box 10307
Prichard, Alabama 36610

Fax Number — (251) 452-6149
E-mail Address — zboykin@prichardhousing.com

NOTICE: Unauthorized contact regarding this RFP with other employees of HACP may result in disqualification from this procurement action.

- A. Identification Number. HACP has assigned the following identification number that must be referenced in all communications regarding the RFP: **RFP# 2021-04**
- B. Oral Communications. Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- C. Questions/Clarifications Submission Deadline. The Point of Contact must receive each Respondent's questions no later than May 12, 2021. All Respondents of record will be notified of all questions and answers.
- D. Delivery Requirement. Each Respondent shall assume the risk of the method of dispatching any communication or proposal to HACP. HACP assumes no responsibility for delays or delivery failures resulting from the method of dispatch.
- E. Reservation of Rights. HACP reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- F. Amendments. Only HACP's official responses and other official communications pursuant to this RFP shall constitute an amendment to this RFP.

- G HACP's Communications. Only HACP's official, written responses and Communications shall be considered binding with regard to this RFP. HACP reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, or electronic mail).

1.2 CODE OF STANDARDS

EXTERNAL ORGANIZATIONAL CONFLICTS

Contractor certifies that neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

- (i) A present or former member or officer of HACP's Board or any member of the officer's immediate family. This prohibition does not include any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, HACP, or a business entity.
- (ii) Any HACP employee who formulates policy or who influences decisions with respect to the HACP project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner.
- (iii) Any public official, member of the local governing body, or State/Territory or local legislator, or any member of such individuals' immediate family.
- (iv) A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as the Virgin Islands).

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

INTERNAL ORGANIZATIONAL CONFLICTS

It is HACP's policy to avoid situations which place a Respondent in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent may have which relates to the work to be performed pursuant to this solicitation or where the Respondent's performance of such work may provide it with an unfair competitive advantage.

If necessary, Respondents shall provide a signed statement ("Disclosure Statement") which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible

Organizational conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

In the Disclosure Statement, the Respondent may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

In the absence of any relevant interests identified in a signed Disclosure Statement, Respondents certify by their signature on this solicitation that the Respondent to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work. The Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists with regard to the Respondent's possible performance of this procurement.

HACP reserves the right to make no award until the Disclosure Statement, if applicable, and the Financial or Personal Interest Disclosure Statement has been evaluated by the Contracting Officer. Failure to provide the Disclosure Statement or the Financial or Personal Interest Disclosure Statement will be deemed to be a minor infraction and the Respondent will be permitted to correct the omission within a time frame established by the Contracting Officer.

Refusal to provide the Disclosure Statement or the Financial or Personal Interest Disclosure Statement, if requested and any other additional information required by the Contracting Officer, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.

If the Contracting Officer determines that a potential conflict exists, the selected Respondent shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

1.3 SCOPE OF WORK/SERVICES

Contractor shall perform the scope of work/services in accordance with and as described in SECTION 4 - SCOPE OF SERVICES below.

1.4 MODIFICATION OF SOLICITATION

HACP reserves the right to increase, reduce, add or delete any item to this solicitation as deemed necessary where it is consistent with HACP's policies to do so.

1.5 MODIFICATION OF CONTRACT

HACP reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to award portions of this RFP, to waive minor informalities and technicalities, and to make awards consistent with HACP's policies, and the laws governing the U.S. Department of Housing and Urban Development ("HUD") programs.

1.6 NEW EQUIPMENT

All material, supplies and equipment offered and furnished must be new, and of current Manufacturer production unless the RFP specifically permits used or reconditioned items.

1.7 TAXES

HACP is exempt from sales tax.

1.8 CONTRACTOR STATUS

The Contractor shall be an independent Contractor and will not be an employee of HACP.

1.9 FUNDING LIMITATIONS

HACP shall not be bound to any contract if funding has been disallowed by HUD.

1.10 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify HACP in writing specifying the regulation which requires an alteration. HACP reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to HACP.

1.11 SECTION 3

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, HACP strongly encourages Section 3 participation.

1.12 DUE DILIGENCE

All procurement transactions shall be conducted only with responsible Contractors, that is, those Contractors who have the technical and financial competence to perform and

Who have a satisfactory record of integrity and in good standing where warranted and before awarding a contract, HACP shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. HACP shall not contract with firms and/or individuals listed on *List of Parties Excluded from Federal Procurement and Non-procurement Programs*. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

SECTION 2 — INTRODUCTION

- 2.1 The Housing Authority of the City of Prichard, Alabama (HACP) is located in Prichard, Alabama and is a quasi-governmental agency, separate and distinct from city government.

HACP builds and manages quality affordable housing for low to moderate income families. In its portfolio, HACP maintains 197 Public Housing units, 2598 Housing Choice Vouchers, along with 110 mixed finance, 56 tax credit, 120 Project Based Rental Assistance, 50 homeownership and more than 100 market units. HACP also operates several affiliate nonprofit entities and manages several grants, including Family Self Sufficiency, ROSS Project SOAR, Multifamily Supportive Services and Housing Counseling. Future tax credits and Project Based Vouchers are on the horizon. The Authority's funding is greatly dependent on the US Department of Housing and Urban Development (HUD). HUD's funding is dependent on annual appropriations from Congress.

In keeping with its mandate to provide efficient and effective services, HACP is now soliciting proposals from qualified and insured entities to provide **Professional Legal Eviction Attorney Services**. The intent of this Request for Proposal (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

SECTION 3 — HACP'S RESERVATION OF RIGHTS

- 3.1 HACP reserves the right to determine the days, hours, and locations that the successful Proposers shall provide the services called for in this RFP.

- 3.2 HACP reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent from the Contract Administrator.
- 3.3 HACP reserves the right to negotiate a contract with the individual(s), firm(s) or organizations who provide the greatest benefit to HACP, not necessarily the lowest price.
- 3.4 HACP reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- 3.5 HACP reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACP's website, www.prichardhousing.com. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.
- 3.6 HACP reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 3.7 HACP reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by HACP within two (2) days of written request.
- 3.8 HACP reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- 3.9 HACP reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- 3.10 HACP reserves the right to add or delete locations and/or properties for services on an as-needed basis at the proposed cost.

SECTION 4 - SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS

4.1 DESCRIPTION OF WORK

1. The work will consist of working with Executive level management or staff designees in preparation and legal presentation to the courts on behalf of the HACP, for those residents or others who are delinquent in their rental obligations with the HACP.

2. The service to be provided under this contract will be task order driven on an as needed basis. Cost will be task based or fixed fee to reflect total rate for legal services per eviction. Other fees, Salaries, and contractor support should be calculated in the fixed fee submission.
3. Professional Legal Eviction services required under this contract may include but would not be limited to the following:
 - A. Development of professional eviction template for internal preparation use
 - B. Provide internal (short) adjustment training on eviction trends in court.
 - C. Quality screening of eviction candidate files before court presentation.
 - D. Develop a meeting protocol for staff on candidate eviction cases
 - E. Develop staff on court presentations if needed on cases
 - F. Provide monthly progress report on pending cases progress
 - G. Provide a narrative on a quarterly basis on staff's case progress
 - H. Maintenance of support documents, files, records, etc.
 - I. Provide billings on the prescribed (A/P) method as agreed

SECTION 5 - ADDITIONAL REQUIREMENTS OF THE CONTRACTOR

5.1 MANDATORY SUBMITTALS

In addition to a formal response to the RFP. The mandatory submittals which may be required by HACP after its initial evaluation are:

- Vendor Application
- Firm profile
- Copy of State issued professional License (current)
- Fee Proposal
- HUD Form 5369-A&B
- Section 3.1 Form
- Section 3 Business Application
- Non- Collusive Notarized document

5.2 LICENSES / PERMITS

Each Contractor submitting a proposal for consideration must hold or be able to obtain (as applicable) a valid license (or register) to conduct business in the City of Prichard.

5.3 INSURANCE REQUIREMENTS

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by HACP. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by HACP.

A. Insurance Coverage. The Contractor shall carry Commercial or Comprehensive General Liability Insurance and other insurance as are required by law, all in minimum amounts set forth below. The Contractor shall furnish HACP certificates of insurance, and each certificate shall state that a thirty-day notice of prior cancellation or change will be provided to HACP. Additionally, HACP shall be an additional insured on all Commercial or Comprehensive General Liability policies.

- a. The Contractor shall carry General Liability Insurance covering bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00.
- b. Worker's Compensation, in accordance with the laws and limits set in the State of Alabama.
- c. Automotive liability covering bodily injury and property damage in an amount not less than \$500,000.00, if applicable.

B. Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:

- i. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
- ii. An original certificate evidencing General Liability coverage, naming the HACP as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACP as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- iii. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
- iv. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;
- v. A copy of the proposer's business license allowing that entity to provide such services within the jurisdiction;
- vi. If applicable, a copy of the proposer's Professional license issued by the State of Alabama licensing authority allowing the proposer to provide the services detailed herein.

C. Proof of Insurance: HACP specifically reserves the right to require the Contractor to provide certified copies of such policy or policies.

D. Cancellation: Any insurance policy required under this solicitation will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to The Housing Authority of the City of Prichard, P.O. Box 10307, Prichard, Alabama 36610, sent by certified mail, return receipt requested.

5.4 NON-COLLUSIVE AGREEMENT

Each person submitting to the HACP a proposal for the services requested by the bidding documents shall execute an affidavit in the form herein provided by the HACP, stating he has not colluded with any other person, Contractor, or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal.

5.5 EXECUTION OF CONTRACT

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful respondent shall execute and deliver to the Housing Authority of the City of Prichard, a signed contract and all insurance certificates, Licenses, permits, etc., required in these bidding documents and be ready to implement program at the end of the ten (10) day period.

5.6 LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with laws, ordinances, regulations, and codes of the Federal, State, County, and local government agencies, which may in any manner affect the performance of the Contractor and in particular any such laws pertaining to safety.

5.7 INDEMNIFICATION

Contractor expressly agrees to indemnify and hold harmless the HACP from all losses, costs, damages and/or expenses with respect to all demands claims, suits, and/or judgments for personal injuries, including death, to any person (Including but not limited to third parties, employees of HACP, employees of Contractor or any Sub-Contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by Sub-Contractors or the employees or agents of either of them. Contractor further agrees to defend HACP to reimburse HACP for any reasonable cost and expense, including attorney's fees, which HACP may incur or be put for the defense from any such claim.

5.8 CONTRACTOR NOT AN AGENT

In the interpretation of this Agreement and the relations between Contractor and the Housing Authority of the City of Prichard, the same shall be construed as being an independent agreement with the contractor and shall not be held or deemed in any way to be an agent, employee, or official of the HACP.

5.9 RIGHT TO AUDIT

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the Housing Authority of the City of Prichard internal and external auditors.

5.10 RETENTION OF RECORDS

The Contractor shall maintain the records pertaining to billings for a period of three (3) years after the contract is terminated and audited by HACP.

5.11 LIMITATIONS

This RFP is issued only to solicit proposals as identified herein. The HACP and its Board of Commissioners are in no way committed hereby to accept or award any contracts to any Contractor(s). The final decisions to award any contract to any Contractor(s) rest with the Housing Authority of the City of Prichard.

The Housing Authority of the City of Prichard (will not) be liable for any costs incurred by any Contractor(s) associated with preparing a proposal, delivering a proposal, or participating in discussions/negotiations pursuant to a proposal. The Housing Authority of the City of Prichard reserves the right to:

- 1) Accept or reject any or all proposals
- 2) Cancel this RFP, in whole or in part, if it deems that it is in the best interests to do so.
- 3) Amend and/or revise this RFP at any time prior to the RFP deadline date.

5.12 CONTRACT ADMINISTRATOR

The Contractor is to provide a contact person during the period of performance of the contract for prompt contract administration.

The designated representative to be contacted during the period of performance of this contract from the HACP is:

Zulieka Boykin, Executive Director
 Housing Authority of the City of Prichard
 200 W Prichard Avenue
 Prichard, AL 36610

5.13 PROPOSAL SUBMISSIONS

All proposals, in quantities specified, are to be submitted in a sealed envelope clearly marked, "**RFP Professional Legal Eviction Attorney Services**" Attention Zulieka Boykin. Proposals will be received at the Housing Authority of the City of Prichard located at 200 W Prichard Avenue, Prichard, AL 36610.

5.14 DISCUSSIONS/NEGOTIATIONS

The Housing Authority of the City of Prichard reserves the right to hold discussion with Contractor(s) and to negotiate the final terms of any contract that may be awarded. Discussions and/or negotiations may be conducted regarding any and all aspects of the proposals.

5.15 BID PROTEST

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. The Contracting Officer or designee shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The decision of the Contracting officer will be final.

5.16 CONTRACT ENFORCEMENT

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement the HACCP may take one or more of the following actions: (Cost incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved by HACCP).

- A. Temporarily withhold cash payments pending correction of the deficiency by the contractor.
- B. Disallow all or part of the cost of the activity or action not in compliance.

- C. Wholly or partly suspend or terminate the current award for the program and/or services.
- D. Withhold further awards for the program.
- E. Take other legal remedies that may be legally available.

5.17 TERMINATION OF CONTRACT FOR CONVENIENCE

HACP may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. HACP shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the HACP all information, reports, paper, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the HACP; HACP shall be liable only for payment for accepted services rendered before the effective date of termination.

5.18 NO GUARANTEED MINIMUM

Under this contract the Housing Authority of the City Prichard reserves the right to make multiple awards and to pursue alternate contract agreement to meet its needs. The HACP offers no guarantee of minimum quantities to be procured under the agreement.

5.19 PERIOD OF PERFORMANCE

The period of performance shall start immediately after execution of Notice to Proceed and continue for two years with an option to renew for three (3) additional one (1) year term based on continual need for the service, available funding, successful negotiable, and satisfactory performance as determine by HACP.

SECTION 6 - FORM OF PROPOSAL

- 6.1 Proposers must submit one (1) original and three (3) copies of their proposals to: Zulieka Boykin, Executive Director, Prichard Housing Authority, **RFP Professional Legal Eviction Attorney Services**, 200 W Prichard Avenue Prichard, AL 36610 no later than **3:00 PM on Wednesday, May 19, 2021**. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may eliminate that proposer from consideration for award.
- 6.2 Required Forms: All required forms furnished by HACP as a part of the RFP document issued shall, as instructed, be fully completed, and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be

downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

6.3 Tabbed Proposal Submittal: So that HACP can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with any requirement HACP has published herein or has issued by addendum.

6.3.1 Tab 1, Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This one-page Form must be fully completed and submitted under this tab as a part of the proposal submittal.

6.3.2 Tab 2, HUD Forms: These Forms are attached hereto as Attachment A&B to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

6.3.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This two-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.

6.3.4 Tab 4, Statement of Qualifications: The Proposer must submit under this tab a concise description of its qualifications, to include:

6.3.4.1 Firm's experience in Professional Legal Eviction Services with housing authorities, public or similarly sized entities.

6.3.4.2 Identify Project Manager and staff who will work on the project, include resumes that details their experience and expertise.

6.3.4.3 Provide any additional information that will assist HACP in evaluating the firm's "demonstrated capability" to perform the services.

6.3.5 Tab 5, Proposal: The Proposer shall submit the following:

6.3.5.1 Executed Proposal Form

6.3.5.2 Detailed Proposal including

6.3.5.2.1 Description of how the services will be provided.

6.3.5.2.2 Approach to providing services, including a proposed task schedule and time frame.

6.3.5.2.3 A thorough description of items, information, or reports that the Proposer will require from HACP in order to complete the services.

6.3.5.2.4 A thorough description of the items, information, or reports that the Proposer will provide to HACP in order to keep HACP abreast of Proposer's performance regarding the services.

6.3.5.2.5 Proposer's Fee proposal

6.3.6 Tab 6, Joint Venture/Subcontractors (Optional): The proposer shall identify hereunder if this proposal is a joint venture or partnership with another entity. Please remember that all information required from the proposer under the proceeding tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the proposal. Proposers must also provide HACP with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier intended to be utilized by the Proposer to perform the services requested in this RFP. Proposer must realize that the actual usage of the subcontractor will be contingent upon HACP's prior written approval, and Proposer remains responsible to HACP for any and all services and goods provided pursuant to this RFP and any resulting contract. If no joint venture exists or subcontractors will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO SUBCONTRACTORS, Contractor intends to perform all work under this RFP", in this section.

SECTION 7 - PROPOSAL EVALUATION

7.1 Proposal Opening Results: When HACP has concluded all evaluations, has chosen and ranked its vendor, has completed the award and is ready to issue such results, HACP shall notify the successful proposers. It is understood by all proposers/prospective proposers that the proposals are a matter of public record unless information is deemed to be proprietary.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

7.2 Evaluation: Each proposal submitted will be evaluated based upon the following information and criteria:

7.2.1 Initial Evaluation- Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

7.2.2 Evaluation- Responsibility: HACP shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer's level of responsibility. HACP will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HACP.

7.2.3 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on HACP's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HACP's evaluation panel.

7.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

25	Firm's experience and assigned staff expertise in Professional Legal eviction Services and support with housing authorities, public or similarly sized entities.
30	Approach to providing services.
10	Response time to trouble calls and tasks.
5	Section 3
30	Cost (per case and outside of scope)
100	Total Possible Points

7.3 Burden of Proof: If requested by HACP, it shall be the responsibility of the proposer(s) to furnish HACP with sufficient data or physical samples, within a specified time, so that HACP may determine if the goods or services offered conform to the specifications.

7.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HACP's discretion, be reason for rejection:

7.4.1 If the forms furnished by HACP are not used or are altered or if the proposed costs are not submitted as required and where provided.

7.4.2 If all requested completed attachments do not accompany the proposal submittal.

7.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

- 7.4.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 7.4.5** If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from HACP's cost estimate for that item.
- 7.4.6 Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:
- 7.4.7** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work with HACP until such participant has been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 7.4.8** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- 7.4.9** Lack of competency, lack of experience and/or lack of adequate machinery, facility and/or other resources.
- 7.4.10** Unsatisfactory performance record as shown by past work for HACP or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
- 7.4.11** Incomplete work, which in the judgment of HACP, might hinder or prevent prompt completion of additional work, if awarded.
- 7.4.12** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 7.4.13** Failure to comply with any qualification requirements of HACP.
- 7.4.14** Failure to list, if required, all subcontractors (if subcontractors are allowed by HACP) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 7.4.15** As required by the RFP documents, failure of the successful proposer to be properly licensed by the City, County and/or the State of Alabama and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a proposer receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to HACP within 10 days of contract signature:
- 7.4.16** Any reason to be determined, in good faith, to be in the best interests of HACP.

7.4.17 Award of Proposal(s): The successful proposers shall be determined by the evaluation process detailed above.

7.4.18 Any of the provisions in section 6.5, Disqualification of Proposers, or failure to fully comply with section 4.1, Description of Work, can impact future ranking of each of the successful proposers.

**HOUSING AUTHORITY OF THE CITY OF PRICHARD
CONTRACTOR/VENDOR APPLICATION FORM
(please check or complete each item as required)**

Date:

1. Vendor/Company

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: () _____ Fax #: () _____

Contact Person: _____

2. Federal Identification # or SSN: _____

Terms of Payment: _____

3. How long have you been in business? _____

When was your company organized? _____

If a corporation, under The Laws of the State of: _____

What other names have you done business under in the past ten (10) years?

4. What type of business organization is your company?

A. Sole Proprietorship

B. Limited Partnership

C. Corporation

5. Is your Company Minority Owned? Yes No _____ %

PLEASE INDICATE IN THE SPACE BELOW THE TOTAL NUMBER OF EMPLOYEES IN YOUR ORGANIZATION AND THE MINORITY CLASSIFICATION: (Please select one from each column)		
White	Asian Male Business	Minority
Black	Asian Female	MBE
American Indian	Black Male Business	Women
Hispanic	Black Female Business	Women
Asian Pacific	Hispanic Business	
Other	Hispanic Female Business	
	Indian Business	

6. Have you or your organization ever been on the HUD list of debarred, suspended or Ineligible contractors? _____ Yes _____ No

7. Please list three business references:

(1) Name: _____

Address: _____

City: _____ State: _____

Phone: () _____

Fax: () _____

(2) Name: _____

Address: _____

City: _____ State: _____

Phone: () _____

Fax: () _____

(3) Name: _____

Address: _____

City: _____ State: _____

Phone: () _____

Fax: () _____

8. Please complete, attach and return with this form a letter of introduction, a product line card, current price list, quantity discounts where applicable and a list of commodities or contracts that your company would like to be considered for or our qualified respondent's list.

If you have any questions, please contact (251) 456-1023.

CONTRACTOR/VENDOR INFORMATION

9. Company Name: _____

Please indicate below the classification of commodities or contracts that your company would be interested in providing to the Housing Authority of the City of Prichard. Attach a product listing, catalog, or line card for products your company handles and return along with this application.

**STANDARD FORM AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF PRICHARD AND CONTRACTOR**

Be it understood that as of this _____ day of _____ 2021, the Housing Authority of the City of Prichard (Hereinafter called the "**HACP**") has entered into an Agreement with the _____ (hereinafter called the Contractor) for _____ as proposed
On _____

**ARTICLE I
CONTRACT DOCUMENTS**

The Contract Documents consist of this Standard Form Agreement, and all documents enumerated below, and all modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Contract Documents are enumerated as follows:

1. This Agreement
2. Contractor's Proposal Dated
3. General Requirements
4. Notice of Award
5. Notice to Proceed
6. Contractor's Insurance Certificates
7. Debarment Certification
8. Non-Collusive Affidavit
9. Section 3 Form
10. HUD Form 5369 A & B

ARTICLE II

DESCRIPTION AND CONDUCT OF WORK

The Contractor shall furnish all labor, materials, tools, and equipment necessary to accomplish the work as described in the General Requirements and bid proposal as accepted which are as fully parts of the Agreement as if attached to this Agreement or repeated herein.

The Contractor shall exercise diligence in the performance of the work and in the facilities, equipment, materials, and qualified personnel necessary for its accomplishment in an efficient and effective manner.

The performance of the work shall conform to high professional/technical standards.

In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event which prevents the Contractor from furnishing service, the HACP shall have the right to secure and substitute other service. Contractor shall agree to pay the difference between its charges and the charges of the substitute company. However, in the event of such interruption, HACP agrees to cooperate with Contractor, to keep the charge at a minimum for such substitute service.

The Contractor shall keep HACP fully and currently informed regarding the work and shall use its best efforts to enable HACP to fulfill its obligations under the Agreement and provide assured and continuous reliable service.

ARTICLE III

PERIOD OF PERFORMANCE

The period of performance shall start immediately after execution of Notice to Proceed and continue for two years with an option to renew for three (3) additional one (1) year term based on continual need for the service, available funding, successful negotiable, and satisfactory performance as determine by HACP.

ARTICLE IV

Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, public liability, and property damage liability insurance, with a company duly licensed and authorized to write such coverage in this State.

Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$500,000
Workman's Compensation in Statutory Limits of the State of Alabama	

Comprehensive Automobile Liability on owned and non-owned vehicles, used on the site(s) or in connection therewith, or a combined single limit for bodily injury and property damage of no less than \$1,000,000.00 per occurrence.

The Contractor shall provide HACP with Insurance Certificates, the Housing Authority of the City of Prichard shall be named as Certificate Holder and to be named additional insured on said policies.

ARTICLE V

METHOD OF PAYMENT

The HACP shall pay the Contractor for its services as on the basis of time spent by Contractor's personnel performing the work and for other necessary direct and indirect costs as specified in the proposal. Such payment shall constitute the entire price for the Contractor's cost including overhead and profit, if any.

The amount billed shall not exceed _____ Dollars
(\$) unless otherwise approved by the Housing Authority of the City of Prichard.

An invoice shall be submitted monthly to:
The Housing Authority of the City of Prichard
Attn: Accounts Payable
P. O. Box 10307
Prichard, AL 36610

The HACP shall make payment within thirty (30) days of receipt of acceptable invoice.

**ARTICLE VI
SUBCONTRACTING**

The Contractor shall not subcontract any of the work unless specifically authorized, in advance and in writing, by the Housing Authority of the City of Prichard.

**ARTICLE VII
INSPECTIONS**

All equipment shall be maintained in good mechanical order at all times to pass inspection. Equipment shall also be kept clean and sanitary condition and open to examination by the HACP.

**ARTICLE VIII
CERTIFICATION OF ELIGIBILITY**

The Contractor certifies that he/she is eligible for award of a contract in connection with federal, state and/or local government assistance and is not currently on any List of Debarred, Suspended or Ineligible Contractors.

**ARTICLE IX
OSHA/EEO ENFORCEMENT**

The Contractor agrees that all work will be performed in compliance with all applicable State and Federal Laws relating to Occupational Safety and Equal Employment Opportunity.

**ARTICLE X
NO INTEREST CLAUSE**

No member, officer, or employee of the HACP during his/her tenure or from one (1) year thereafter shall

have any interest, direct or indirect, in the Contract or the Proceeds.

ARTICLE XI

TERMS AND CONDITIONS

The service to be performed under this Agreement shall be completed in conformance with any and all local, State, and Federal regulations, which may apply to such services.

ARTICLE XII

CONTRACT MODIFICATIONS

No modifications to this Contract or Contract Documents shall be made without prior written approval by the Owner.

ARTICLE XIII

CONFLICT OF INTEREST

No HACP officer or employee of the HACP, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the HACP was activated, and no other public official of such locality or localities who exercise and functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE XIV

INDEMNIFICATION CLAUSE

Contractor expressly agrees to indemnify and hold harmless the Housing Authority of the City of Prichard from all losses, costs, damages and/or judgments for personal injuries, including death, to any person (Including but not limited to third parties, employees of HACP, employees of contractor or any Sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by Sub-contractors and or the employees or agents of either of them. Contractor further agrees to defend HACP and to reimburse HACP for any reasonable cost and expense, including attorney's fees, which HACP may incur or be put for the defense from any such claim.

ARTICLE XV

TERMINATION OF CONTRACT FOR DEFAULT

If, through any cause, the Contractor violates the covenants herein contained, the Housing Authority of the City of Prichard shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date, and the Housing Authority of the City of Prichard shall be entitled to retain any portion of the compensation due in order to pay for its inconvenience and direct and indirect costs caused by the Contractor's default.

ARTICLE XVI

TERMINATION OF CONTRACT FOR CONVENIENCE

The Housing Authority of the City of Prichard may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. The Housing Authority shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the Housing Authority of the City of Prichard all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Housing Authority of the City of Prichard, the Housing Authority of the City of Prichard shall be liable only for payment for accepted services rendered before the effective date of termination.

THIS INSTRUMENT, together with **the** other documents enumerated in Article I, form the Contract.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

ATTEST:

The Housing Authority of the City of Prichard

By: _____
Zulieka Boykin

Dated

Title: Executive Director

Contractor

By: _____

Dated

Title: _____

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 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 offers 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:1

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

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidders Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidders Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidders 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 bidders organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidders 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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidders supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4 Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidders organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidders objectivity in performing the contract work. [] In the absence of any actual or apparent conflict, I hereby that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5 Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidders firm, nor any of the bidders subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

certify 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

-
-
-

8. Indian-Owned Economic Enterprise and Indian Organization Representation

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

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means 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.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means 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.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**Equal Employment
Opportunity Certification
Excerpt From 41 CFR §60-1.4(b)**

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgage are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagee.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagee or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

PROFILE OF FIRM

(This Form must be fully completed and placed in the proposal submittal.)

- 1. Name of Firm: _____
- 2. Address, City, State, Zip: _____
- 3. Telephone: _____ Fax: _____
Email: _____

- 4. Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)	Public-Held Corporation	Government Agency	Non-Profit Organization
_____ %	_____ %	_____ %	_____ %

Resident — (RBE), Minority — (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident- Owned	African American	Native American	Hispanic American	Asian/Pacific American	Asian/Indian American
_____ %	_____	_____	_____	_____	_____
Woman-Owned (MBE)	Woman-Owned (Caucasian)	Disabled Veteran	Other (Specify)		
_____	_____	_____	_____		

WMBE Certification Number: _____

Certified by: _____

~~(NOTE: A CERTIFICATION NUMBER NOT REQUIRED TO PROPOSE — ENTER IF AVAILABLE)~~

- 5. Federal Tax ID No. _____
- 6. Business License No. _____ State _____
- 7. General Liability Insurance Carrier:

Policy No. _____	Expiration Date _____
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- 8. Worker's Compensation Insurance Carrier:

Policy No. _____	Expiration Date _____
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- 9. Professional Liability Insurance Carrier:

Policy No. _____	Expiration Date _____
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- 10. Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes No

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

11. Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HACP? Yes_ No

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

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

13. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACP discovers that any information entered herein if false, that shall entitle HACP to not consider nor make or to cancel any award with the undersigned party.

14. Code of Alabama § 11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

**NON-COLLUSIVE AFFIDAVIT
(Prime Bidder)**

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is _____, (a partner or officer of the firm of, etc.) the party making the forgoing 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 by agreement to collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder or to secure any advantage against the Housing Authority of the City of Prichard or any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

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

Subscribed and sworn to before me this

_____ Day of _____, 20 ____

My commission expires _____, 20 ____