



**Request for Proposals
For Legal Services
HRHA/ADM-004-15-21**

SUBMISSION DEADLINE: June 23, 2021 at 4:00 p.m.

Request for Proposals for Legal Services

1.0 PURPOSE

The Hampton Redevelopment and Housing Authority (HRHA) is seeking the services of one or more qualified law firms to provide legal services that may be required in the operation, management, administration and execution of activities, programs, and projects undertaken by HRHA. Firms responding must be licensed to practice law in the Commonwealth of Virginia and be active members of the Virginia State Bar.

1.1 BACKGROUND

HRHA, located in Hampton, VA, currently owns and operates 262 public housing units, 3,119 Housing Choice Vouchers and a variety of non-public housing and commercial properties. HRHA also acts as a general contractor in HRHA new construction and redevelopment activities. HRHA administers the Community Development Block Grant Program and the Home Investment Partnership Program as well as other programs with the City of Hampton.

HRHA operates under the enabling legislation of Title 36 of the Code of Virginia and the Charter of the City of Hampton. In addition to being governed by State and local law, HRHA's activity are governed by regulations of the U.S. Department of Housing and Urban Development, in addition to 2 CFR Part 200. HRHA is also governed by a seven member Board of Commissioners appointed by Hampton City Council. The Board employs an Executive Director who manages the staff necessary for the day-to-day operations of HRHA programs and facilities. The attorney assigned to this contract serves at the will of the Board of Commissioners or its designee.

1.2 SCOPE OF SERVICES

HRHA will require legal services in connection with the operation, management, administration and execution of activities, programs and projects described above or any programs, activities, or projects subsequently undertaken by HRHA. The legal services required are described below:

A. CONTINUING SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO:

1. Attendance at all meetings, regular (once a month) or special, of the Board of Commissioners.
2. Attendance at committee meetings when requested.
3. Confer with and advise the Executive Director, General Counsel, staff, and the Board of Commissioners on legal matters when requested.
4. Prepare or advise and assist in the preparation of all legal documents, papers, contracts, specifications, waivers, and such other legal drafting as may be required.
5. Advise and consult with all parties having dealings with HRHA of a legal nature.

6. Provide legal opinions on issues of a general nature.
7. Appear for and represent HRHA in court in all routine litigation matters when requested except those defined under Unusual Litigation.
8. Approve legality of contracts, leases, development agreements, etc., address legal questions arising under their contracts and render legal opinions when requested.
9. Give notice to and consult with insurance carriers in all cases involving injury to person or property involving HRHA.
10. Representation in cases of contested evictions, landlord/tenant disputes, and grievance processes will be considered part of the continuing service annual fee.

B. SPECIFIC SERVICES SHALL INCLUDE BUT NOT BE LIMITED TO:

1. Condemnation of Property
 - a. Prepare and file proceedings with Court;
 - b. Appear for and represent HRHA in Court.
2. Employment Matters
 - a. Employee grievances.
 - b. Litigation arising under the Equal Employment Opportunity Act.

C. UNUSUAL LITIGATION SHALL INCLUDE BUT NOT BE LIMITED TO:

1. Suits attacking the validity of a State Housing Authority, or the legality of HRHA or legality of HRHA activities, programs, or projects.
2. Actions to enforce a contract.
3. Litigation in Employer/Employee disputes.
4. Similar matters, which may be determined to be of an unusual nature by HRHA.

Other required legal services not enumerated in this contract shall be deemed "unusual litigation". Attorney must request approval from HRHA before proceeding with a request for service that they consider to be unusual litigation.

D. PERFORMANCE

All services, documents and information to be furnished by the Attorney are to be performed or furnished as promptly as possible. Attorney will proceed with work in such sequence and order as HRHA may request.

E. FEDERAL FUNDING

Any contract entered into by HRHA will be subject to certain terms and conditions dictated by regulations governing HRHA's programs and activities. Federal

funding may be involved in certain U.S. Department of Housing and Urban Development contracts; therefore, approvals may be required before local action is initiated.

1.3 PERIOD OF PERFORMANCE

The period of performance shall be for one (1) year with a provision to extend, at HRHA's sole and absolute discretion. This contract may be renewed by exercising additional one-year options for a maximum contract term of five (5) years. Written notice of HRHA's intention to renew shall be given approximately sixty (60) days prior to expiration date of each contract period.

1.4 TRAVEL EXPENSES:

HRHA shall compensate Attorney for necessary travel and subsistence expenses in connection with the performance of services outside the area within which HRHA is authorized to operate. Such compensation shall be limited to reasonable expenses and are subject to prior approval by the Board of Commissioners or its designee.

1.5 REIMBURSEMENT OF EXPENSES:

HRHA shall reimburse the Attorney for expenses and disbursements, incurred with the approval by the Board of Commissioners or its designee, in connection with legal matters handled by the Attorney such as court costs, witness fees, recording fees, etc., but not including the Attorney's office or overhead expenses. Such compensation shall be limited to reasonable expenses and are subject to prior approval by the Board of Commissioners or its designee.

1.6 SECTION 3 COMPLIANCE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD Assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to the contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

1.7 FORMAT REQUIRED

The proposal is required to include all information specified within the body of the proposal. The proposal shall be presented in tabbed sections as described below. Responses of a boilerplate nature, or which merely provide a review of vendor qualifications will not be accepted as responsive. To be considered, the proposal shall respond to all requirements of this part of the request for proposal, and it shall be signed by an individual authorized to bind the firm. Any other information thought to be relevant, but not applicable to the categories below, may be provided as a separately bound appendix to the proposal. The proposal should be concise and to the point. Sections to be included are:

- A. Qualifications and Experience of Firm – Demonstrate the firms understanding and qualifications for completing the necessary work, evidence of firm's ability to

perform this type of work, and any record of past experience including similar projects or issues relative to municipal, governmental, redevelopment and housing authorities, or other political entities. Include profile of firm's principals, staff and facilities. Describe any qualities that your organization possesses that will enhance, provide continuity, and contribute to the efficiency of providing this service. (Evaluation Criteria A)

Qualifications and Experience of Key Personnel – Identify the individual(s) that will be assigned to this project, their qualifications, training, responsibilities and resumes. Be specific as to their level of experience with local governments and Public Housing Authorities, particularly as it relates to this scope of services. (Evaluation Criteria A)

- B. **References** - Provide current references (within the last five years). Provide names, contact number, date of service and description of the work performed. (Evaluation Criteria B)
- C. **Approach and General Understanding** – Provide your general understanding of the services required, your approach to transitioning into the work, and any value added components that your firm can offer. (Evaluation Criteria C)
- D. **Price** - Enter fees for services, per contract year as per attached pages and ability to respond in a timely manner to HRHA located in downtown Hampton, Virginia. (Evaluation Criteria D)
- E. **Section 3** - Evidence of Section 3 business status as defined in the Housing and Urban Development Act of 1968. (Evaluation Criteria E)
- F. **Licensing Requirements** – Evidence that the offeror meets all licensing requirements. (Evaluation Criteria F)
- G. **Certified Statement** - A certified statement that the offeror is not debarred from entering into contracts with HUD-funded agencies or other Federal and/or State agencies. (Evaluation Criteria G)
- H. **Byrd Anti-Lobbying Amendment Form** – A completed form Byrd Anti-Lobbying Amendment Certifications and Representations (Evaluation Criteria H).
- I. **HUD-5369-A Form** – A completed form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders. (Evaluation Criteria I)

(NOTE: Legal and Other Professional Services Contracts: If State law mandates that professional services (other than Architect/Engineer (A/E) services be obtained using a qualifications based selection (QBS) or are exempt from competitive bidding, the law is in conflict with 24 CFR 85.36 (d) (3) (v) which prohibits the use of QBS for other than A/E contracts. Accordingly, the housing authority (HA) must follow the HUD regulation and use the competitive proposal method, in which price is evaluated together with the other criteria to choose the proposal offering the best value to the HA.)

All proposals must be submitted in accordance with the specifications of this proposal. No requirement and/or specification should be construed as an attempt on the part of the Authority to limit competition.

1.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written or faxed request dispatched by the offeror in time for delivery in the normal course of business and prior to the time fixed for receipt of proposals. However, requests that are faxed must be followed up by a written confirmation, signed by the offeror. The same person signing the proposal must sign the withdrawal request.

1.9 RECEIPT AND OPENING OF PROPOSALS

The deadline for submission of proposals is by **4:00 p.m. on Friday, June 23, 2021**. Submissions should be labeled "Legal Services." Proposals must be mailed or hand delivered to the Hampton Redevelopment and Housing Authority, 1 Franklin Street, Suite 603, Hampton, VA 23669. Electronic proposals shall be sent to abranche@hamptonrha.com. Faxed submittals will not be accepted.

*** Proposals received prior to the due date will be securely kept, unopened. No proposal will be received after the designated time and date.**

Offerors will furnish an original and one electronic copy of the proposal in Adobe PDF format. Paper copies of proposals must be sealed in an envelope which is clearly labeled as prescribed above. Electronic copies shall have as the subject line: Proposal for Legal Services. HRHA shall not be responsible for missed transmissions. HRHA cannot be held responsible for inadvertently opening proposals that are not properly marked.

Should HRHA close earlier than normal hours due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, proposals will be accepted by 4:00 p.m. on the next business day of HRHA.

At the designated time and date, HRHA will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the designated Evaluation Committee for review.

- 1.10 CONTACT INFORMATION - Questions concerning this RFP shall be directed to Anne Branche, Chief Administrative Officer, and shall be e-mailed to abranche@hamptonrha.com. It shall be the responsibility of the sender to verify receipt of all transmissions. HRHA shall not be responsible for missed transmissions. **All questions must be submitted by 4:00 p.m. on May 28, 2021**, and both the question(s) and answer(s) will be shared with everyone the Authority knows is interested in responding to this RFP.

1.11 **EVALUATION CRITERIA** – The following criteria will be used in the evaluation of proposals:

| TAB | Criteria | Possible Points |
|-----|--|-----------------|
| A | <p>Demonstration of the firms understanding and qualifications for completing the necessary work, evidence of firm's ability to perform this type of work, and any record of past experience including similar projects or issues relative to municipal, governmental, redevelopment and housing authorities, or other political entities. Include profile of firm's principals, staff and facilities. Provide qualities that your organization possesses that will enhance, provide continuity, and contribute to the efficiency of providing this service.</p> <p>Identify the individual(s) that will be assigned to this project, their qualifications, training, responsibilities and resumes. Be specific as to their level of experience with local governments and Public Housing Authorities, particularly as it relates to this scope of services.</p> | 40 |
| B | Provide current references (within the last five years). Provide names, contact number, date of service and description of the work performed. | 10 |
| C | Evidence of your general understanding of the services required, your approach to transitioning into the work, and any value added components that your firm can offer. | 10 |
| D | Provide fees for services, per contract year as per attached pages and ability to respond in a timely manner to HRHA located in downtown Hampton, Virginia. | 25 |
| E | Provide evidence of Section 3 business status as defined in the Housing and Urban Development Act of 1968. | 15 |
| F | Provide evidence that the offeror meets all licensing requirements. | Mandatory |
| G | Provide a certified statement that the offeror is not debarred from entering into contracts with HUD-funded agencies or other Federal and/or State agencies. | Mandatory |
| H | Provide completed form Byrd Anti-Lobbying Amendment Certifications and Representations. | Mandatory |
| I | Provide completed HUD-5369-A form, Representations, Certifications, and Other Statements of Bidders. | Mandatory |

1.12 **EVALUATION AND SELECTION PROCESS** - During the evaluation phase, proposals are reviewed by the Evaluation Committee to determine which addresses all the requirements of the RFP and to technically review the proposals. Proposals determined to be non-responsive will be eliminated at this point. Once the qualified offerors have been determined, the Evaluation Committee shall rank all responsive proposals and engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of their initial response. However, each firm choosing to submit a proposal should be willing to attend a conference, if necessary, at its own expense, for negotiations. HRHA reserves the right to request additional information from any or all respondents as necessary to clarify any information which is contained in their proposal. Negotiations shall be conducted with offeror ranked first. If a contract satisfactory and advantageous to HRHA cannot be negotiated with the offeror ranked first, then negotiations may be conducted with the offeror ranked second, and so on until a contract has been negotiated or all proposals are rejected. Based upon HRHA's proposal review and conference, the offerors contract will be forwarded along

with a recommendation for contract approval to the Board of Commissioners or its designee. Upon that approval, a contract will then be executed.

All portions of this RFP may be considered to be part of the contract and may be incorporated by reference. Any contract awarded in connection with the RFP will be subject to approvals as required by the Executive Director, or his/her designee, of HRHA.

Issuance of this RFP does not constitute a commitment by HRHA to award a contract. HRHA reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP or to cancel this RFP if it is in the best interest of HRHA to do so; to waive minor irregularities; and to conduct discussions, if needed, with all responsible Respondents, in any manner necessary, to serve the best interest of HRHA. HRHA does not discriminate against any faith-based organizations nor any person or entity on the basis of race, color, religion, sex, pregnancy, national or ethnic origin, disability, age, marital status, military or veterans' status, genetic information, or any other protected characteristic or activity. If you have any questions or concerns regarding this policy, please contact the Equal Opportunity Officer at 757-727-6337.

- 1,13 **CONFLICTS OF INTEREST** – Firms submitting proposals must identify and disclose any real or apparent conflicts of interest with HRHA.
- 1.14 **INSURANCE** – The firm selected for award shall maintain professional liability insurance in amounts/limits dictated by the Authority to protect the Authority from acts, omissions, and negligence on the part of the firm, its partners, attorneys and/or employees and shall furnish the Authority certificates of insurance evidencing such coverage naming HRHA as their interests appear.

Fees for Services Price Sheet

FEES - ORIGINAL CONTRACT PERIOD

1. Services required in Section 1.2, SCOPE OF SERVICES:

A. Section A, Continuing Services:

Annual fee to be paid in twelve (12) equal monthly installments: \$ _____

B. Section B, Specific Services:

1. Condemnation:

Hourly rate for preparing and trying the case and a maximum
for associated costs without further approval by HRHA: \$ _____

2. Employment Matters:

Hourly rate for consultation and litigation in employee matters: \$ _____

C. Section C, Unusual Litigation:

Hourly rate for preparing and trying the case: \$ _____

FEES – FIRST RENEWAL YEAR

1. Services required in Section 1.2, SCOPE OF SERVICES:

A. Section A, Continuing Services:

Annual fee to be paid in twelve (12) equal monthly installments: \$ _____

B. Section B, Specific Services:

1. Condemnation:

Hourly rate for preparing and trying the case and a maximum
for associated costs without further approval by HRHA: \$ _____

2. Employment Matters:

Hourly rate for consultation and litigation in employee matters: \$ _____

C. Section C, Unusual Litigation:

Hourly rate for preparing and trying the case: \$ _____

FEES – SECOND RENEWAL YEAR

1. Services required in Section 1.2, SCOPE OF SERVICES:

A. Section A, Continuing Services:

Annual fee to be paid in twelve (12) equal monthly installments: \$ _____

B. Section B, Specific Services:

1. Condemnation:

Hourly rate for preparing and trying the case and a maximum for associated costs without further approval by HRHA: \$ _____

2. Employment Matters:

Hourly rate for consultation and litigation in employee matters: \$ _____

C. Section C, Unusual Litigation:

Hourly rate for preparing and trying the case: \$ _____

FEES – THIRD RENEWAL YEAR

1. Services required in Section 1.2, SCOPE OF SERVICES:

A. Section A, Continuing Services:

Annual fee to be paid in twelve (12) equal monthly installments: \$ _____

B. Section B, Specific Services:

1. Condemnation:

Hourly rate for preparing and trying the case and a maximum for associated costs without further approval by HRHA: \$ _____

2. Employment Matters:

Hourly rate for consultation and litigation in employee matters: \$ _____

C. Section C, Unusual Litigation:

Hourly rate for preparing and trying the case: \$ _____

FEES – FOURTH RENEWAL YEAR

1. Services required in Section 1.2, SCOPE OF SERVICES:

A. Section A, Continuing Services:

Annual fee to be paid in twelve (12) equal monthly installments: \$ _____

B. Section B, Specific Services:

1. Condemnation:

Hourly rate for preparing and trying the case and a maximum for associated costs without further approval by HRHA: \$ _____

2. Employment Matters:

Hourly rate for consultation and litigation in employee matters: \$ _____

C. Section C, Unusual Litigation:

Hourly rate for preparing and trying the case: \$ _____



Byrd Anti-Lobbying Amendment Certifications and Representations

I, _____, hereby certify on
(Name and Title of Bidder's Official)

behalf of _____ that:
(Name of Bidder)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, _____.

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

**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

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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 bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(c) If the bidder 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 bidder's 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 bidder's 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 bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify 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 bidder's firm, nor any of the bidder's 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.

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)

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

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)