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jchousing.org

UNIT TURNAROUND SERVICES (Painting & Cleaning)

Request for Proposals

Proposal Number: RFP-UT-7-2026

Issue Date: July 13, 2026

Due Date: August 12, 2026

Due Time: 4:00 PM (Eastern Standard Time)

Deliver RFP Submission to: Johnson City Housing Authority (Keystone Development Bldg.)
1212 East Watauga Avenue
Johnson City, TN. 37601

Proposals must be in a sealed 10" X 13" envelope, clearly marked with the title, "RFP-Unit Turnaround Services (Painting & Cleaning)," and the vendor's name and address, complete with all requested information.

Pre-Proposal Conference: 10:30 AM on July 27th, 2026
1212 East Watauga Avenue (Keystone Development Bldg.)
Johnson City, TN. 37601

Please read this document prior to the meeting. Attendance is not mandatory but recommended.

Availability & Award Results: The RFP documents are posted and available at JCHA's webpage at: www.jchousing.org
Award results will also be posted at conclusion of RFP process.

GENERAL INFORMATION

1. Background & Intent

The Johnson City Housing Authority (JCHA) is seeking proposals from qualified contractors for **Unit Turnaround Services (Painting & Cleaning)**.

The Unit Turnaround Services (Painting & Cleaning) is projected to provide service for our Public Housing vacant units on an “as needed basis” and no amount of work is guaranteed. Non-Public Housing Units may occasionally be procured if needed and would be negotiated as applicable.

The JCHA property inventory, currently consists of 425 Public Housing (PH) units, 326 Rental Assistance Demonstration (RAD) units, and 33 newly constructed affordable housing rental units.

It is the intent of JCHA to secure two qualified contractors (co-award) to assist with Unit Turnaround Services as needed to keep up with heavy workloads during high vacancy periods. JCHA is under no obligation to exclusively use the services of any selected contractor.

The selected contractor(s) must be willing to coordinate activities in a timely fashion to meet all applicable deadlines. The contracted scope of work will only include Painting & Cleaning. JCHA staff will perform unit cleanout, floor waxing, and maintenance.

2. Process & Timeframe

As an apartment become available, JCHA will contact Selected Contractor for service. Contact will typically be made between 8:00 AM to 4:30 PM, Monday-Thursday. Selected Contractor is expected to have a contact with phone number that can be reached anytime during this time period. After notification, Selected Contractor has 24 hours (Fri.-Sun. weekends excluded) to pick up apartment key. After receipt of key, Selected Contractor has an additional 2 working days (Monday-Friday) to complete a one or two-bedroom unit and return the key to JCHA by the 3rd working day by noon (Fri-Sun. weekends excluded). Three, four, and five-bedroom units will be granted 4 working days (Monday-Friday) for completion and return the key to JCHA by the 5th working day by noon (Fri-Sun. weekends excluded). JCHA staff must receive apartment key back and inspect to confirm completion. Selected Contractor may be allowed to work weekends during reasonable business hours if necessary.

3. Liquidated Damages

Liquidated damages may apply at \$30.00 per work day (Monday-Friday) for each day beyond the scheduled completion date. This payment would be owed to JCHA and deducted from bill if applicable. The Housing Authority will consider explanatory information if it provides a valid reason for delays in schedule and may choose to waive liquidated damages if deemed applicable.

4. Specifications (Cleaning)

1. **CONTRACTOR TO SUPPLY ALL CLEANING SUPPLIES AND/OR MATERIALS.** PRODUCTS TO BE SUITABLE FOR CLEANING WORK PERFORMED AND USED ACCORDING TO PRODUCT INSTRUCTIONS AND SPECIFICATIONS. FURTHERMORE, PRODUCTS ARE TO BE APPLIED IN A MANNER THAT WILL NOT DAMAGE BUILDING COMPONENTS OR CAUSE UNSAFE HAZARDOUS CONDITIONS. CLEANING PRODUCTS SHALL BE IN APPROPRIATE CONTAINERS LABELED PROPERLY WITH SAFETY DATA INFORMATION AVAILABLE.
2. CLEAN ALL ROOMS.
3. CLEAN/REMOVE MINOR TRASH AND DEBRIS. (LARGE FURNITURE SUCH AS BEDS, COUCHES, RECLINERS, TABLES, DRESSERS, ETC. WILL BE REMOVED BY JCHA STAFF PRIOR TO UNIT TURNAROUND WORK).
4. CLEAN ALL WINDOWS, FRAMES AND SILL (INTERIOR & EXTERIOR).
5. CLEAN AND MOP ALL FLOORS (FLOORS NOT TO BE SATURATED WITH WATER AS TO CAUSE DAMAGE). NOTE: JCHA WILL STRIP AND WAX FLOORS IF NECESSARY AND AS DETERMINED BY JCHA STAFF.
6. CLEAN LIGHT GLOBES, OUTLETS, COVER PLATES, ETC.
7. CLEAN ALL APPLIANCES (INSIDE & OUT).
8. CLEAN ALL SINKS.
9. CLEAN ALL CABINETRY & SHELVING (INSIDE & OUT).
10. CLEAN ALL TOILET FIXTURE AND ACCESSORIES.
11. CLEAN ALL DOORS.
12. CLEAN STAIRS (IF APPLICABLE).
13. CLEAN CAULKING AT TUBS/SINKS.
14. HAUL OFF CLEANING TRASH AND WASTE. NOTE: NORMAL HOUSEHOLD TRASH TO BE REMOVED BY CONTRACTOR AND MAY BE EMPTIED IN JCHA'S DUMPSTERS. FURNITURE AND OTHER LARGE ITEMS ARE TO BE REMOVED BY JCHA STAFF PRIOR TO WORK COMMENCEMENT DURING "UNIT CLEANOUT".

Specifications (Painting)

1. **JCHA TO SUPPLY PAINT AND STAIN BLOCKER HOWEVER CONTRACTOR TO SUPPLY ALL MATERIALS AND EQUIPMENT NEEDED TO PERFORM THE JOB, (TAPE, BRUSHES, ROLLERS, DROP CLOTHS, ETC.).**
2. PRIOR TO PAINTING, REMOVE ALL APPLICABLE HARDWARE, COVER PLATES, LIGHT FIXTURES, ETC. AND SECURE ITEMS UNTIL POST PAINTING, THEN RE-INSTALL.
3. APPLY MINOR CAULKING AND/OR PATCHING IF APPLICABLE.
4. INSTALL DROP CLOTHS IN APPLICABLE AREAS.
5. ENSURE CLEAN AND SMOOTH SURFACE BEFORE PAINT APPLICATION.
6. PAINT MUST BE APPLIED EVENLY AND UNIFORMLY IN A PROFESSIONAL MANNER.
7. PAINT APPLICATION MUST BE FREE OF RUNS, DUST, BRUSH MARKS, ETC.
8. PERFORM PAINT ACTIVITIES IN ACCORDANCE WITH EPA, HUD, AND ALL APPLICABLE GUIDELINES.
9. PERFORM MINIMAL DISTURBANCE ON EXISTING PAINT IN ACCORDANCE WITH HUD GUIDELINES AND THRESHOLDS.

5. Price (Return with Submittal)

Provide price for each bedroom size. Cleaning price is to be based on **Average (typical)** amount of cleaning necessary for a vacant unit. **Mild** cleaning to **Severe** cleaning will be determined by JCHA and be negotiated from less to more than average.

Levels of cleaning are:

Mild-Cleaning for units in good shape and may not have been lived in for very long.

Average- Cleaning for units in fair shape and typical of a formerly occupied unit with reasonable cleaning and trash/debri.

Severe- Cleaning for units left in poor shape with above average cleaning needs and trash/debri.

The majority of units are estimated to be of an **"Average"** level.

Assume stain blocker and two coats of paint for painting price. No stain blocker and/or only one coat of paint necessary will be determined by JCHA and price negotiated down accordingly.

DEV.	BR	# of BR's	APPROX .SQ. FT.	ITEM-A	ITEM-A PRICE	ITEM-B	ITEM-B PRICE	TOTAL PRICE (ITEMS A&B)
Keystone	1	40	520	Cleaning	\$	Painting	\$	\$
Keystone	2	91	751	Cleaning	\$	Painting	\$	\$
Keystone	3	73	915	Cleaning	\$	Painting	\$	\$
Keystone	4	18	1088	Cleaning	\$	Painting	\$	\$
Keystone	5	4	1250	Cleaning	\$	Painting	\$	\$
Carver	1	14	520	Cleaning	\$	Painting	\$	\$
Carver	2	29	751	Cleaning	\$	Painting	\$	\$
Carver	3	23	915	Cleaning	\$	Painting	\$	\$
Carver	4	6	1088	Cleaning	\$	Painting	\$	\$
Carver	5	2	1250	Cleaning	\$	Painting	\$	\$
Memorial Park	1	34	536	Cleaning	\$	Painting	\$	\$
Memorial Park	2	44	698	Cleaning	\$	Painting	\$	\$
Memorial Park	3	42	864	Cleaning	\$	Painting	\$	\$
Memorial Park	4	5	1094	Cleaning	\$	Painting	\$	\$
Memorial Park	5	0	1268	Cleaning	\$	Painting	\$	\$

NOTE: Keystone & Carver were built during the same time period with same building type design, thus square footage is the same.

NOTE: Units 101/103 Bettie and 200/202 Colorado are currently 3 BR units but were formerly 4BR units and should be priced as such.

NOTE: Units 801/803 Bert are currently 3 BR units but were formerly 5 BR units and should be priced as such.

6. Evaluation

JCHA will determine the responsiveness and responsibility of each proposal. Once responsiveness and responsibility are determined, JCHA will evaluate the remaining responses on the following criteria:

Factors	Maximum Points
Costs- Provide costs as indicated in RFP.	35
Capacity & Staffing- Provide capabilities of company and staff including a narrative of company and how many years in business. Provide documentation to explain adequate number and availability of employees to complete the tasks as indicated in this RFP.	25
Experience- Provide documentation of demonstrated UT (cleaning & painting) experience. Specify the type of experience such as residential, commercial, and/or government entity.	30
References- Provide at least two references regarding work history.	10
Total Points Possible	100

- a. After review of each applicable proposal in accordance with factor and point analysis, an evaluation team will determine successful vendor and recommend award.
- b. JCHA will consider as “non-responsive” any proposal from which required information is lacking or any proposal that represents a material deviation from this RFP.
- c. JCHA reserves the right to request additional information from any Contractor(s) after the submission deadline. JCHA also reserves the right to reject any and all parts of any and all proposals, to select a Contractor(s), or re-advertise, postpone or cancel the RFP process at any time, and to waive any irregularities in this RFP or in the proposals received as a result of this RFP.
- d. All material submitted pursuant to this RFP becomes the property of JCHA. JCHA will not release information about proposals until the process is complete and a recommendation is made to the Executive Director and/or JCHA board. Members of the evaluation team will not release any information to anyone except appropriate internal staff. Final evaluation scores and selected Contractor(s) may be posted to our website at close of solicitation.
- e. JCHA reserves the right to use all pertinent information, whether disclosed in the RFP process or learned from other sources, which could affect JCHA’s judgement as to the appropriateness of an award to the best-evaluated vendor.

7. Length of Award

The initial award will be for 12 months. The award has four one-year optional renewals that JCHA may choose to exercise.

- a. At the end of each twelve-month period, the awarded Contractor(s) may request a change to rates charged to JCHA. The Contractor(s) must provide proof of the necessity of the increase. JCHA will decide whether to accept a price increase. If the price increase is not accepted, the Contractor(s) may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- b. Contractor(s) may decrease prices at any time with or without notice.

8. General Requirements

- a. The selected Contractor(s) must comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines.
- b. Must comply with Section 3 of the HUD act of 1968 and encourage utilization of Minority and Women Business Enterprises as feasible.
- c. Shall agree to protect, indemnify and hold harmless the JCHA, it's officers , agents, and/or employees, from and against any and all loss, liability expense, damage, charge and costs (including court costs and counsel fees) suffered or alleged to have been suffered as a result of any act or omission on the part of Contractor(S) or others whose services are engaged by vendor or any directly or indirectly employed or controlled by either of them in the course of the performance of the services provided for, in this award or contract.
- d. Shall only allow trained and skilled personnel to perform the task assigned.
- e. Ensure that safe work practices are used during work activities and comply with all safety regulations including, OSHA and/or TOSHA regulations.
- f. Have sufficient personnel to complete the work in a timely manner.
- g. Enforce discipline and good order among his/her employees. Employees may not loiter on the premises before or after working hours.
- h. Provide at least one employee on every job assignment who is able to clearly speak, read, write and understand English in order to be able to communicate with JCHA's representatives.
- i. Ensure only authorized employees are on site with proper identification.
- j. Provide safe and reliable equipment for employee's use.
- k. Must agree to certify by RFP submission that Contractor(s) are not included on the list created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

- l. Contractor(s) will, in providing labor for the Project, comply with the provisions of the Tennessee Lawful Employment Act, including without limitation maintaining and making available for inspection by Owner, as may be deemed necessary, appropriate Form I-9's for all employees assigned to the Project. Contractor(s) must not knowingly utilize the services of illegal immigrants in the performance of a contract for good or services.
- m. Comply with Executive Order 11246 regarding Equal Employment Opportunity and note incorporation by reference of table 5.1 mandatory provisions for all procurement contracts.

9. Insurance

Upon award, a Certificate of Insurance must be provided to JCHA indicating that the Contractor(s) carries at least the following minimum levels of insurance. Vendor will at its sole expense obtain and maintain in full force and effect for the duration of the resulting award and any extension hereof at least the following types and amounts of insurance for which a claim may arise from or in connection with this resulting award. Listed insurance requirements are not intended to and will not in any manner limit or qualify the abilities and obligations assumed by the vendor. The successful vendor must list Johnson City Housing Authority as an additional insured and as a certificate holder.

- a. Commercial General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 aggregate.
- b. Automobile Liability Insurance (applicable to company/commercial vehicles): Combined single limit of \$1,000,000 per occurrence.
- c. Worker's Compensation Insurance and Employer's Liability Insurance: with statutory limits as required by the state of Tennessee or other applicable laws.

8. Wage Compliance

Wage compliance type for this work will be "Routine Maintenance" and not "Davis-Bacon". The successful vendor must comply with the applicable wage rates for the classification "Custodian" for cleaning and "Painter" for painting as determined in the attached Maintenance Wage Rate Determination (HUD-52158). JCHA staff may periodically conduct vendor employee interviews while workers are on site.

HUD-52158 Maintenance Wage Rate Determination		U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	
Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)			
Agency Name: Johnson City Housing Authority	DBLS Agency ID No: TN002	Wage Decision Type: ☒ Routine Maintenance ☐ Nonroutine Maintenance	
	Effective Date: 10/01/2024	Expiration Date: 09/30/2026	
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.			
ALFREIDA DOE Digitally signed by ALFREIDA DOE Date: 2024.09.04 11:02:26 -04'00' DBLS Staff Signature Alfrieda S. Doe Labor Standards Specialist Name and Title		09/04/2024 Date	
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	
HVAC Technician	\$12.03		
Maintenance Mechanic I	\$10.05		
GroundsKeeper	\$ 7.99		
<u>Custodian</u>	✓ \$ 7.25		
Maintenance Superintendent	\$12.95		
HVAC Superintendent	\$12.95		
Hvac Mechanical Technician	\$12.03		
HVAC Senior Technician	\$12.53		
<u>Painter</u>	✓ \$10.05		
Landscape Technician	\$ 7.99		
Floor Installer I	\$10.99		
Modernization Mechanic I	\$10.05		
Modernization Mechanic II	\$11.10		
Modernization Assistant (Laborer)	\$ 7.99		
Electrical Worker	\$12.95		

Previous editions obsolete.

HUD-52158 (05/2022)

8. Questions

Questions pertaining to RFP are to be submitted no later than 4:30PM on August 3rd, 2026 in writing, including email to travisc@jchousing.org

9. Submittal Instructions & Attached Forms

- a. **Submit** proposals on paperwork identified with your company's letterhead.
- b. Be thorough with company's information as it pertains to services and Evaluation Factors.
- c. Please do not submit brochures or advertisement and limit submittal to 20 pages or less.
- d. **List Pricing** as indicated in this RFP and **submit** Section 5, (page 4).
- e. **List Capacity** & Staffing as indicated in this RFP.
- f. **List Experience** as indicated in this RFP.
- g. **List References** as indicated in this RFP.
- h. **Submit** one original and two copies of proposal submittal in one sealed envelope by the determined due date, with the wording **"RFP Submittal, Unit Turnaround Services (Painting & Cleaning)"** noted on envelope.
- i. **Complete and submit** within RFP submittal the "General Response & Information Section" form, attached within this packet, (Section 10, page 10).
- j. **Include within RFP submittal**, a completed and executed form HUD-5369-C (Certifications and Representations of Offerors, Non-Construction Contract), (Pages 11-12) and Non-Collusive Affidavit, (Page 13). Both forms are attached.
- k. HUD-5369-B (Instructions to Offerors Non-Construction) is provided for informational purposes only.
- l. Addendums (if applicable) will be posted at JCHA's website. It is the responsibility of the entity submitting a bid and/or proposal to obtain posted Addendum and check appropriate box on "General Response & Information Section" form.

10. General Response & Information Section (Return with Submittal)
RFP-Unit Turnaround Services (Cleaning & Painting) (RFP-UT-7-2026)

Representative Signature:	
Vendor Name:	
Street Address:	
City / State / Zip	
Vendor Phone Number:	
Vendor Fax:	
Contact Name:	
Contact Title:	
Contact Cell Number:	
Vendor's E-Mail Address	

Received Addendums (check all that apply)

☐None ☐Addendum 1 ☐Addendum 2 ☐Addendum 3 ☐Addendum 4 ☐Addendum 5

In order to obtain information regarding HUD's reporting requirements, please check all that apply:

☐ **Section 3 Business-**

Section 3 Businesses are:

- a. 51% or more owned by residents of public housing or persons whose income does not exceed HUD's local area low-income limits (i.e. Section 3 residents); or
- b. Comprised of 30% or more full time employees who are Section 3 residents; or
- c. Can provide evidence of a firm commitment to award 25% or more of sub-contract to business that meet a. or b.

☐ **Women Business Enterprise (WBE)-**

Is defined as a business concern that is at least 51% owned by one or more women, and whose management and daily business operations are controlled by one or more of these owners.

☐ **Minority Business Enterprise (MBE)-**

Is defined as a business concern that is at least 51% owned by minorities and whose management and daily operations are controlled by one or more of these owners.

Racial/Ethnicity _____

- Please include copies of any applicable certifications regarding Section 3, WBE, or MBE status

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

- (1) Is the person in the bidder/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT (Return with Submittal)

State of _____

County of _____

I _____ (name), being first duly sworn, deposes and says:

That he/she is _____ (title),
of _____ (business name),
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not
collusive or; 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 matter, directly or indirectly sought by agreement or collusion, or communication or
conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead,
profit or cost element of said bid price, or that of any other 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 bid are true.

Signature of:

(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____.

Notary Public

My Commission Expires: _____

Instructions to Offerors Non-Construction

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



- 03291 -

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

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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