

SAGINAW HOUSING COMMISSION

REQUEST FOR QUOTATIONS

FOR

HOUSING CHOICE VOUCHER PROGRAM

HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

Proposal RFQ # 10-03

PREPARED BY:

**SAGINAW HOUSING COMMISSION
EXECUTIVE DEPARTMENT**

**1803 Norman Street
SAGINAW, MI 48605-3225**

Posted: January 24, 2010

CONTACT PERSON:

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Saginaw Housing Commission

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**REQUEST FOR QUALIFICATIONS FOR
SAGINAW HOUSING COMMISSION
HOUSING CHOICE VOUCHER PROGRAM
HOUSING QUALITY STANDARDS (HQS) INSPECTIONS
RFQ #10-03**

The Saginaw Housing Commission (SHC) hereby submit a *Request for Qualifications (RFQ)* from Housing Quality Standards (HQS) Certified Housing Inspection Firms, to provide Professional Housing Inspection Services for the Housing Choice Voucher Program (HCVP) for approximately 1,200 units. This service shall be performed in accordance with the U. S. Department of Housing and Urban Development (HUD) Handbook 7420.8 Rev-1, and Michigan State Statutes and with other applicable laws, and 24 CFR 85.36 Procurement.

Your Quotations will be received until 3:00 p.m., February 8, 2010, at the Saginaw Housing Commission Administrative Office, 1803 Norman Street, Saginaw, MI 48605-3225. Formal Request for Qualifications Packets may be obtained from the Saginaw Housing Commission by contacting Kristi Jackson at (989) 755-8183 (x 137) or via e-mail at kjackson@saginawhousing.org.

All proposals shall be submitted in a sealed envelope and clearly marked: **Qualifications for HCVP Inspection Services, RFQ #10-03**. Offerors shall adhere to the provisions for Equal Employment Opportunity, SHC Section 3 Policy, and Wage Rate Determination requirements as set forth in the RFP General Condition Document. The Saginaw Housing Commission reserves the right to accept or reject any and all proposals and to waive all technicalities. No proposal shall be withdrawn for a period of ninety (90) calendar days subsequent from the receipt of Proposals without the consent of the Saginaw Housing Commission. The Saginaw Housing Commission assumes no liability for the cost incurred for preparing proposals.

Signed: Peter Chitekwe
Interim Executive Director

SAGINAW HOUSING COMMISSION

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STATEMENT OF PROFESSIONAL QUALIFICATIONS

The Saginaw Housing Commission shall review each offerors qualifications to provide Professional Housing Inspection Services in accordance with Housing Quality Standards (HQS) for Contractors, and Federal, State and Local Government Requirements.

Interested Firms or Individuals should respond with a proposal that includes a clear statement of understanding the required services, demonstrates the respondent's ability to perform the services, and response to the following items:

1. Provide name of Professional Housing Inspection Service Firm.
2. Address of permanent Main Office or Corporate Office.
3. State when firm was organized, and if a corporation, which state.
4. Provide profile of each principal, officers, key staff members, and/or project manager assigned to this Inspection Contract.
5. How many years have you provided Professional HCVP or HQS Inspection Services under your present firm or trade name?
6. Has your firm ever been placed on the U.S. Department of Housing and Urban Development (HUD) List of Debarred, Suspended and Ineligible Participants, if yes, please explain?
7. Have you ever failed to complete or defaulted on a Housing Inspection Contract?
8. Is your firm licensed to perform the required services in the State of Michigan?
9. Please list all HCVP or HQS Inspection Contracts (and contact information) that your firm has completed in the past three years.

10. Provide (product) sample taken from previous work project and similar in nature to the work described in this RFP. Excerpts must reference the full document title, date prepared, client name, phone number, and contact person.
11. Demonstration of firm's Knowledge of HQS, HCVP Inspection Program.
12. Evidence of firm's ability to perform inspection procedures in compliance accordance with HQS or UPCS Standards.
13. Your firm must provide a statement of compliance with the Saginaw Housing Commission Section 3 Opportunities Policy, which is an initiative for hiring of low income residents, or contribution to resident training program. A complete copy of this policy is available from our website, www.saginawhousing.org, or can be obtained by contacting kjackson@saginawhousing.org .
14. Availability of Personnel, Equipment and Facilities to meet time schedules set forth.
15. Your methodology used for conducting HCVP/ HQS Inspection Services.

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BASIC SCOPE OF SERVICE

General

The Basic Scope of Service is designed to identify the offeror's responsibility and providing housing inspection services for the Saginaw Housing Commission. We are seeking requests for quotations from interested companies to conduct Housing Quality Standard Inspections for approximately 1,200 units for our HCV-Section 8 program. This Statement on the Basic Scope of Service is not intended to be totally inclusive of all issues and it is the offeror's responsibility to read the entire proposal packet, become acquainted with all items within this proposal request and to make their company's best offer according to their interpretation of the work.

HQS Inspections

1. The time frame for completing the initial round of inspections will be 360 days from the date of contract execution and the second year's inspections will be conducted as required (on a monthly basis) over the course of the next 360 days.
2. HQS Inspections of all units according to the requirements of U. S. Department of HUD guidelines and SHC HQS Standards. Complete all re-inspections for Emergency, Health and Safety (EHS) within (24) hours, and all other HQS Deficiencies within (30) days of inspections as required. Complete all INITIAL and SPECIAL INSPECTIONS within (10) days of SHC's request.
3. Inspections scheduling will be closely coordinated with SHC representatives. Your personnel will be appropriately attired, and expected to be courteous. At all times conducting themselves in a professional manner consistent with SHC standards. SHC shall provide inspectors with identification badges, which inspectors shall wear while working.
4. The actual number of units inspected each month will be based upon the total number of scheduled recertifications and new move-ins.
5. Inspections will address all HQS Inspections Areas, including but not limited to:
 - *Site
 - *Common Areas
 - *Exteriors
 - *Unit Interiors
 - *Systems
 - *Health and Safety

6. All items interior and exterior required to be inspected under a completed HQS annual inspection.
7. Provide **details of any deficiencies** of unit via HQS reports as each property/site/unit is completed **both hard copy and electronically**.
9. All required documentation for the inspections to be completed and submitted to SHC in a format that is clear, complete, and easily understood.
10. Coordinate with SHC employees and/or Landlords to gain access to housing units scheduled for inspections. Assure the timely completion of all inspections and minimize disturbance of the community residents.

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INSTRUCTIONS AND EVALUATION CRITERIA

INSTRUCTIONS TO PROPOSERS

1. Qualification, quotes, and information are to be submitted in a sealed envelope, clearly marked on the exterior, **“Qualifications for HCVP Inspection Services, RFP #10-03**, and will be received until 3:00 p.m. February 8, 2010, at 1803 Norman Street, Saginaw, MI 48605 or hand delivered to Saginaw Housing Commission, Attention: Kristi Jackson.
2. No Charges will be allowed for taxes from which the SHC is exempt. The Commission is not liable for the Michigan Retailer’s Occupation Tax or the Service Use Tax. The SHC is further exempt from Federal Excise and Transportation Tax.
3. Each proposer shall affirm that no member, officer, or employee of the SHC during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
4. Proposals are to be for one (1) year with a possible (1) one-year extension upon the satisfactory completion of the first year of service. The initial Contract period shall be for one year.
5. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
6. It shall be at the sole discretion of the Saginaw Housing Commission to extend this contract beyond the first year of service and shall be documented with a letter of intent ninety (90) calendar days prior to the completion of the first year of service.
7. Proposals must be completed in its entirety. If vendor has any questions regarding the forms, contact Kristi Jackson, at (989) 755-8183 ext. 137, or via email at kjackson@saginawhousing.org .
8. The Executive Director shall negotiate the highest ranked cost proposal first, and if the negotiations are successful, make a recommendation to the SHC Board of Commissioners to award a single HCVP Inspection Service Contract to the most competent responsive and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria.
9. Proposals are to be inclusive of all factors as specified in SHC General Conditions,

SHC Special Conditions, and Basic Scope of Service.

10. Proposals and itemized costs are to be submitted on your letterhead stationary along with all required documentation. No electronically transmitted proposals will be accepted.

<u>EVALUATION FACTORS:</u>	<u>WEIGHT FACTORS</u>
A. Evidence of the offeror ability to perform all of the Professional Services in a timely manner, as indicated by the profile of the Principals and Staff Professionals and Technical Competence, Experience, and Firms Facilities;	15
B. Experience and demonstrated knowledge in providing HCVP Inspection Services, in accordance with the HQS.	20
C. The level of service and past performance achieved with previous clients, in terms of quality of work and compliance with performance schedule;	20
D. Ability to describe and communicate a clear understanding of the work required to complete the Basic Scope of Services;	15
E. A certified statement that offeror or firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Government Agency;	10
F. Cost Range: provide a firm fixed total price for each housing development, this price shall also be broken down into unit prices based on specific bedroom sizes	10
G. Demonstration or Statement of Compliance with SHC Section 3 Policies and Initiatives	10

Once each firm has been evaluated and ranked, the Saginaw Housing Commission will use the contract negotiation process to determine the most qualified HCVP Inspection Services Firm whose services, along with a fair and reasonable firm fixed fee proposal, will meet the Housing Commission's specific needs at this time. Offeror may supplement their proposal with attached sheets (on company or firm letterhead), for the purpose of adding or otherwise explaining any further conditions, they wish to be considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected or further negotiated by the Saginaw Housing Commission Evaluation Committee, Prior to acceptance or recommendation of any proposal to the Saginaw Housing Commission Board of Commissioners.

11. Proposals must be submitted to the Saginaw Housing Commission no later than 3:00 p.m. local time, **February 8, 2010**. Submissions should be clearly marked "***Proposal for HCVP Inspection Services***" **RFP # 10-03**, mailed or hand delivered to: Kristi Jackson, 1803 Norman Street, Saginaw, MI 48605-3225.

Instructions to Offerors

Non-Construction

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

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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- (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 HAI-IUD.

(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-IUD 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.

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ref. Handbook 7460.8

(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 at 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 an 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 offeror's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(a) 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 protester.

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:)

General Contract Conditions

Non-Construction

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

OMB Approval No. 2577.0180 (exp. 4/30/16)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of Information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the _____ Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department at Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

- (d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to It, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

5. Assignment of Contract

The Contractor shall not assign a transfer any interest in this contract; *except* that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(a) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

(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 this contract and a Contractor's organizational, financial, contractual or other interests are such that:

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

(2) The Contractor's objectivity in performing the contract work may be impaired.

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights In Data (Ownership and Proprietary Interest).

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Interest of Members of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101 (1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 401 the Indian Self-Determination and Education Assistance Act (25 U.S.C. 45DB). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State or the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An Individual who is appointed to a position in the Government under title 5, U.S.C., Including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit.

This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

consistent with the amount normally paid for such services in the private sector.

Recipient” includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee, who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person, shall be considered to be regularly employed as soon as he or she is employed by such person for ¶ 30 working days.

“State” means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory of possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b). Prohibition.

- (1) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into at any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) at this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered

Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(1)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly In the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly In the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action Include consultants and trade associations.

(B) For purposes of subdivision (b)(2)(U)(A) of clause “professional and technical services” shall be limited to advice and analysis directly applying any professional or technical discipline.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(2)(i)(A)(1) and (2) of this section are permitted under this clause.

(ii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable, in accordance with Part 31 or the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circular.

14. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall 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, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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 to race, color, religion, sex, or national origin.

(a) The Contractor shall send, to each labor union or representative of workers with which It has a collective bargaining agreement or other contractor understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractor's commitments under this clause, and post copies at the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor Issued under Executive Order 11248, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

16. Contractor's Status

It is understood that the Contractor is an Independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and coats of every description resulting from the Contractor's activities on behalf of the HA In connection with this Agreement.

17. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

18. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

19. Training and Employment Opportunities for Residents In the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) (Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall

subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

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 non-construction contracts awarded by Housing Agencies (HAS). The form is used by bidders/offerors to certify to the HAS Contracting Officer for contract compliance. If the form were not used, HAS would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that—
- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through

(a)(3) above (insert full name of person(s) in the bidden/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

(c) If the bidden/offeror deletes or modifies subparagraph (a)2 above, the bidden/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:

SAGINAW HOUSING COMMISSION

REQUEST FOR QUALIFICATIONS FOR HOUSING CHOICE VOUCHER PROGRAM HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

RFP # 10-03

SAGINAW HOUSING COMMISSION SPECIAL CONDITIONS

1. CONFIDENTIALITY

All information gathered by HQS inspections personnel is to be considered confidential in nature and shall not be discussed for other than professional purposes.

2. PERSONNEL COMPLAINTS

It is the Commission's hope that problems with this service will be minimal. However, as situations arise, prior to the execution of this contract, a contact person, other than operators on duty, is required. The name of the individual shall be submitted with the company's proposal. This person will be responsible for problem solving. It is the responsibility of the successful contractor to respond to complaints within twenty-four (24) hours.

3. CONTRACT TERMINATION

Whenever, in the opinion of the Commission, the said service is not satisfactory, the Contractor shall be advised in writing of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, SHC shall declare this contract terminated immediately and contract with another service provider. Notwithstanding any provision to the contrary herein, the Commission shall have no obligation to have more than one (1) notice of Unsatisfactory Performance. The Contractor will be liable and assessed for any and all costs for the reprocurement of the contracted services. This contract may be terminated with just cause shown by either party.

4. ESCALATIONS

Prices throughout the initial term of the contract shall remain firm/fixed. Written requests for price revisions after the first year period shall be submitted in advance to the SHC Contract Administrator. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit. The SHC reserves the right to reject any price increase requested.

5. CONTRACT EXTENSIONS

In the event that the contract is extended for a second year, contractor will be notified in writing no later than 90 (ninety) days prior to contract expiration.

6. CONTRACT CHANGES

No changes in the contract will be allowed without notification of, and review by, the Executive Director.

7. INSURANCE REQUIREMENTS

- i. General Liability - \$1,000,000.00
- ii. Workers Compensation
- iii. Professional Liability

8. PERIODIC MEETINGS

On a periodic basis, the contractor will be required to attend face-to-face meetings with SHC management personnel to review and/or revise protocol or update procedures, as necessary.

SAGINAW HOUSING COMMISSION

REQUEST FOR QUALIFICATIONS FOR HOUSING CHOICE VOUCHER PROGRAM HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

RFP # 10-03

HCVP INSPECTOR SPECIAL QUALIFICATIONS

QUALIFICATIONS

1. Only qualified, HQS certified inspectors.
2. A thorough understanding of the current HQS procedures, standards and reporting requirements
3. The ability to provide clear and concise documentation on inspections and deficiencies utilizing specialized HQS reports.
4. Extensive internal Quality Control.
5. The ability to work with SHC staff.

REPORTS

1. Unless otherwise stated, all reports shall be issued to the Executive Director of the Saginaw Housing Commission.
2. All exigent Health and Safety defects, as defined by HQS, will be specifically documented and submitted to SHC on a daily basis.
3. As each property/house/apartment/unit is completed, you will provide bound deficiency, scoring and property profile reports and electronic copy.

INVOICES

The contractor shall invoice monthly and provide a detailed itemization of account activity for the month.

SAGINAW HOUSING COMMISSION

REQUEST FOR QUALIFICATIONS FOR HOUSING CHOICE VOUCHER PROGRAM HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

RFP # 10-03

PROPOSAL REQUIREMENTS

All Offerors seeking to do business with the Saginaw Housing Commission are required to submit with any proposal the following documents:

1. Proposal Form
2. Instructions to Offerors: Non-Construction (HUD-5369-B)
3. General Contract Conditions: Non-Construction (HUD-5370-C)
4. Certifications and Representations of Offerors Non-Construction (HUD 5369-C)
5. Non-Collusive Affidavit
6. Equal Employment Opportunity
7. Minority Business Enterprise certifications
8. Section 3 Statement

Any proposal, which fails to include all of these items, will not be considered as a responsive proposal. The Saginaw Housing Commission has the right to accept and/or reject any and all proposals. The Commission also has the right to make multiple awards if deemed to be an advantage to the SHC.

An award from a proposal is not based on price alone and will be evaluated using the criteria described in this document. Selection will be made using the criteria. SHC reserves the right to discuss or negotiate with one or more proposers before making final selection and award.

Any questions concerning the proposal requirements should be directed to the Kristi Jackson, at (989) 755-8183, ext. 137 or via email at kjackson@saginawhousing.org.

SAGINAW HOUSING COMMISSION

REQUEST FOR QUALIFICATIONS FOR HOUSING CHOICE VOUCHER PROGRAM HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

RFP # 10-03

PROPOSAL FORM

Name of Proposer _____

I have received and thoroughly reviewed the Specifications prepared by the Saginaw Housing Commission (SHC). I have also received addenda(s) _____ and have included their provisions in my proposal. I have examined all conditions affecting the cost.

- A. To hold this Proposal open until ninety (90) consecutive calendar days after the proposal deadline date:
- B. To enter into and execute a contract with the SHC, if awarded on the basis of this Proposal and in connection therewith to:
 - 1. Furnish all bonds and insurance required by the Proposal Documents.
 - 2. Accomplish all of the work in accordance with the contract
 - 3. Complete the work within the contract time as specified.

Base Proposal

For the Saginaw Housing Commission's housing units HQS Annual Inspection all in accordance with the specifications herewith.

\$ _____ \$ _____
(Base Proposal Cost- Initial Inspection) (unit cost for re-inspection)

Unit Cost per Unit. Provide separate spreadsheet with documentation.

Company _____

Address:

_____ State _____ Zip _____

Authorized

Signature: _____ Date _____

SAGINAW HOUSING COMMISSION

EVALUATION TOOL

HQS Inspections- RFP # 10-03

Company Name Address Phone and Contact Person	A Ability to Perform 20	B Experience/ Knowledge 20	C Past Performance 20	D Understanding of Work Required 20	E Certification 10	F Cost Range 10	G Section 3 Compliance 10