

REQUEST FOR PROPOSALS
RFP-023-03
CLEANING SERVICES

INTRODUCTION

The Tuscaloosa Housing Authority (THA) was incorporated on March 23, 1950 in order to provide safe and affordable housing for qualified low to moderate-income persons residing in the Tuscaloosa area. The United States Department of Housing and Urban Development (HUD) as outlined under the United States Housing Act of 1937 and subsequent amendments has direct responsibility for administering low to moderate-income housing programs in the United States. As such THA has entered into various annual contributions contracts with HUD for the purpose of providing funding to THA's various housing programs. A five member Board of Commissioners appointed by the Mayor of the City of Tuscaloosa governs the Housing Authority. THA employs approximately 37 full-time and part-time employees.

Tuscaloosa Housing Authority (THA) is soliciting competitive proposals from qualified companies and/or individuals with a documented track record of providing the required services through a formal Request for Proposals (RFP) process. Proposals should demonstrate detailed plans on how the respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with THA.

The Authority intends to award a contract to a provider. Written proposals shall be returned no later than **11:00 AM CST on February 17, 2023**, at the office of Harold Strachan, Purchasing Manager, located at 2117 Jack Warner Parkway, Suite 2, Tuscaloosa, Alabama 35401.

SCOPE OF SERVICES

THA is requesting proposals from qualified, licensed and insured entities to perform cleaning services for the offices at Branscomb Apartments, Crescent East Apartments, Hay Court Apartments, Central Office and the PAL Gym. Although THA has attempted to identify all of its needs, the following scope of services may or may not be all-inclusive.

Listed below are the addresses of the THA developments included in this RFP, the names of the property managers, and their phone numbers. Call the property manager to schedule a time to view the offices and community centers to be cleaned.

- Central Office – 2117 Jack Warner Parkway, Tuscaloosa, AL 35401, Dennis Anderson, 205-614-7557
- Crescent East Apartments - 5041 1st Street East, Tuscaloosa, AL 35404, Rita Harris, 205-614-7647
- Branscomb Apartments – 570 60th Street, Tuscaloosa, AL 35405, Margie Dykes, 205-614-7608
- Hay Court Office – 4420 21st Street, Tuscaloosa, AL 35401, Paula Nevins, 205-614-7602
- McKenzie Court Harris Glynn Center (PAL Gym) - 2700 Martin Luther King, Jr. Blvd, Tuscaloosa, AL 35401, Dennis Anderson, 205-614-7557

General Requirements

Weekly - The general weekly cleaning will include, dusting of office furniture, window sills, picture frames, and fixtures, vacuuming and / or mopping of all floor surfaces, cleaning and sanitizing of all rest room fixtures and surfaces and the removal of trash and cleaning trash receptacles. Clean all surfaces in kitchens and drinking fountains. Clean all glass and baseboards in entrances, stair wells and hall ways. The cleaning service will provide all labor, vacuums, chemicals, mop and floor care supplies as needed.

Monthly – Dust blinds, clean inside of windows, window sills and baseboards in offices. Dust vents.

Quarterly – Steam clean all carpeted areas. Strip and wax all hard tile floors. Strip ceramic floors.

PAL Gym – General Requirements applies to the entrance area, offices and restrooms. The gym cleaning the bleacher area and VCT floors. Does not include refinishing of the basketball wood floors.

Contractor's Responsibilities

- **Equipment, Supplies, Materials:** The Contractor shall furnish all equipment, tools, transportation, supplies, insurance, taxes, licenses, permits, and labor. **No cost** may be billed as an extra cost. All labor and materials (except as noted) shall be provided by the contractor. THA will be responsible for hand soap, can liners, and paper products.
- **Staff & Responsibilities:** Sufficient staff shall be permanently assigned to the contract to meet the agreed upon work scheduled. Contractor shall designate an assigned foreman to the project as his representative with whom the Contract Administrator or his/her designee can communicate on a regular basis pertaining to the contract services. The assigned foreman shall check with the THA representative upon each visit when performing services. Their communication shall include:
 - a. A detailed and dated list of services to be performed during each visit so that work may be verified as complete.
 - b. A detailed and dated summary of problems encountered during service performance and recommended solutions.
 - c. The contractor shall supervise and direct the work and his employees and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
 - d. The contractor shall be responsible for all damage done by his equipment and personnel. The contractor shall be liable for any and all damage to property. Any damage shall be reported immediately to the Contract Administrator. If necessary, a work order may be issued and the cost is billed back to the contractor for payment. Any unpaid costs for damages will be deducted from the contract invoice payment in the month following the damage incident.
- **Safety:** The contractor shall ensure that all work provided by the contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, THA residents, THA staff, and the public.

- a. Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the THA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- b. Contractor shall only use equipment in compliance with all current applicable safety rules and regulations.
- c. Contractor shall be responsible for maintaining all equipment in a safe working condition at all times.
- d. Contractor shall be responsible for warning people in the immediate area where work is commencing of the danger of remaining in the work area.

- **Work Scheduling, Inspection and Payment**

1. *Work Scheduling:* Unless specifically authorized by THA in writing, work shall be completed between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Work will be coordinated verbally with the contractor and followed-up, if necessary, with written communication. The Contractor shall provide a schedule of services to be provided monthly.

2. *Payment of Invoices:* Payment will be made on each invoice received from the contractor, at least once every thirty (30) day period, net 30 days from the date invoice is approved.

QUALIFICATIONS

Each firm / individual must provide information on its qualifications to provide the services offered. Qualifications information must include:

1. Number of years the firm/individual has been in business providing the requested service;
2. List at least three (3) clients for whom similar services have been provided;
3. Description of services provided by the firm/individual with a demonstrated track record at providing this type of service.

DETAILED PROPOSAL

The detailed proposal must address the items in the Scope of Services and the evaluation plan.

TIMELINE AND SCHEDULE OF EVENTS

Publication of RFP	01/23/2023
Deadline for Submission of Questions	02/08/2023 by 11 AM CST
Proposal Submission Deadline	02/17/2023 by 11 AM CST
Estimated Contract Award Date	03/16/2023
Estimated Contract Begin Date	04/01/2023

EVALUATION CRITERIA

Proposals will be evaluated based on the scoring criteria as follows:

- **Cover Letter**

Include a letter that summarizes the Respondent's interest, and Statement of Understanding of the proposed Scope of Services and identification of a primary contact person.

- **Capacity (Staffing and Qualifications)**

Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.

Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload.

- **Relevant Experience and Past Performance**

Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date. Provide a list of at least three (3) and no more than five (5) past and current references including address, telephone, e-mail and fax numbers, and contact person. Additionally, for each reference listed, submit a brief summary of the Scope of Services provided.

Maximum consideration will be given to those Respondents who demonstrate through their submittal a documented track record of successfully completing projects of the same type required by this RFP. Maximum consideration will also be given to those Respondents who exhibit a successful record of performing similar services for multifamily properties.

- **Cost**

Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals.

Maximum consideration will be given to those Respondents who demonstrate through their submittals the ability to perform the required work at minimum cost to THA.

- **Required Forms**

Proposals must include all required completed forms and certifications, as follows:

- A) Affidavit Beason Hammon
- D) E-Verify Affidavit;
- F) HUD 5369-B Instructions to Respondents Non-Construction;
- L) HUD 5369-C Certifications and Representations Non-Construction;
- S) Non-Collusive Affidavit;
- Z) THA Statement of Non-Discrimination.

- **Acknowledgement of any Amendments associated with this solicitation**
- **Price Form(s)**
- **Current Business License**
- **Current Form W-9**

SCORING EVALUATION

THA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis. "Best Value," in that THA will, as detailed below consider factors other than just cost in making the award decision.

The following points will be assigned to each evaluation criterion set forth in the Request for Proposals for Cleaning Services. Each committee representative shall rate each proposal received, according to the evaluation criteria and point system listed below:

RFP-023-03 SCORING EVALUATION CLEANING SERVICES		
EVALUATION CRITERIA	ASSIGNED POINTS	POINTS
Capacity: Capacity of the Contractor as it relates to the Scope of Services. <i>(Subjective scoring)</i>	35 Points	
Relevant Experience and Past Performance: The Respondent’s experience with completing projects as defined in the Scope of Services and demonstrated success with prior performance of projects with such scopes. <i>(Subjective scoring)</i>	35 Points	
Cost: Proposal Cost <i>(Objective scoring)</i>	30 Points	
TOTAL POINTS	100 Points	

PROPOSAL SUBMISSION

One (1) written proposal and one (1) digital copy (preferably a USB jump drive) of the proposal (including required documents and forms), in PDF format, shall be returned no later than **11:00AM CST on February 17, 2023** to the attention of Harold Strachan, Purchasing Manager, at the address listed below:

Tuscaloosa Housing Authority
2117 Jack Warner Parkway, Suite 2
Tuscaloosa, AL 35401

All proposals must be marked “**RFP-023-03 Cleaning Services**”, with the name of the business, street address, e-mail address, and phone number on the outside of the envelope. Any offer that is not marked accordingly, or that does not contain both a written and digital copy, may be rejected. Each proposal should include the following content:

- **Cover letter** - Include a cover letter on the Respondent’s letter head signed by an agent of the entity authorized to submit the proposal.
- **Capacity (Staffing and Qualifications)** - Provide evidence of specific requirements as described in the scope of services and the evaluation plan.
- **Relevant Experience and Past Performance-** Provide evidence of specific requirements as described in the scope of services and the evaluation plan.
- **Respondent’s Approach/Engagement-** Provide evidence of specific requirements as described in the scope of services and the evaluation plan.
- **Cost-** Provide a fee schedule as described in the evaluation plan.
- **HUD and THA Forms** – from the “REQUIRED FORMS” section. Forms must be signed by an authorized agent of the company and notarized as required.

Proposals submitted by fax or e-mail will not be accepted. There will be no public opening of proposals. Any proposal received prior to the due date and time will be securely kept, unopened. Late proposals will be returned to the Respondent unopened unless the Respondent can document that a guaranteed delivery method was utilized (i.e. FedEx Corporation) and the proposal was late due solely to the delivery company. The Authority reserves the right to reject any and all proposals and to waive any informality whenever such rejection or waiver is deemed to be in the best interest of the Authority.

AMENDMENTS TO OR INTERPRETATIONS OF THE RFP

Amendments to the RFP will be issued to all firms requesting a copy of the RFP, if amended. All Respondents shall acknowledge the receipt of any amendment to this RFP by signing and returning the amendment and by identifying the amendment number and date on the Proposal Form. Questions or requests for clarifications to the RFP or the terms of the RFP shall be submitted in writing no later than **11:00 AM, 02/08/2023**. Responses to the questions or requests for clarifications will be provided in the form of an amendment to the RFP and will be issued to all prospective Respondents. Only written amendments will be considered and no verbal interpretations or changes may be made to the terms of the RFP.

ACKNOWLEDGEMENT OF AMENDMENT

The Respondent shall acknowledge in their proposal receipt of any Amendment to this RFP by signing the document on the acknowledgement line of the amendment. Respondent’s failure to acknowledge an Amendment may result in rejection of the proposal.

CONTRACT AWARD

The Authority anticipates awarding a contract to the most qualified, responsive and responsible Respondent, unless all submissions are rejected as indicated above. Proposals will be evaluated on a combination of factors. These factors are outlined in "Scoring Evaluation Plan." THA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis. It should be noted that THA may award contracts to multiple contractors.

COMMENCEMENT, EXECUTION, AND COMPLETION

The Respondent will be required to commence work under this contract on the date specified in the written notice-to-proceed from THA.

REJECTION OF PROPOSAL

Failure to observe the foregoing instructions and conditions may constitute grounds for rejection of the proposal by THA.

RIGHTS AND REMEDIES

The rights and remedies of THA as stated in the foregoing shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent, including proprietary or confidential information in its proposal, shall state whether this information is to be disclosed to the public or used for any purpose other than proposal evaluation. In addition to the requirements above, the Respondent shall conspicuously mark each sheet containing proprietary or confidential information the Respondent wishes not to be disclosed with a notation to that effect.

COMPLETE AND ACCURATE SUBMISSION

A Respondent's failure to provide accurate information in response to this RFP may disqualify the Respondent from further participation in the RFP selection process.

A proposal may be corrected, modified or withdrawn, provided that the correction, modification or request for withdrawal is made by the Respondent, in writing, and is received at the place and prior to the date and time designated in the RFP for final receipt of proposals. After such date and time, the Respondent may not change any provision of its proposal in a manner prejudicial to the interest of THA and/or fair competition.

PROPOSAL RETENTION

All proposals are the property of and shall be retained by THA, and therefore, will not be returned to the Respondent.

INSURANCE

Prior to the execution of the contract for services, the Respondent shall provide proof of current Commercial General Liability Insurance (\$1,000,000 minimum), Professional Liability, and Workers Compensation as required by law. If awarded a contract the contractor will agree to name THA as an additional insured on all commercial or comprehensive general liability policies for the duration of the contract. Additionally, contractor shall state that a thirty day notice of prior cancellation or change will be provided to THA.

EQUAL OPPORTUNITY REQUIREMENTS

Each firm or individual shall certify compliance with all applicable equal opportunity requirements governing contracts of the type. Proposal must include signed THA Certification of Non Discrimination.

GENERAL

No member, officer, employee of THA or member of the family of the aforementioned persons, shall, during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

Persons who require special accommodations should immediately contact THA Procurement Office. The Tuscaloosa Housing Authority reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities.

THA in accordance with the Executive Orders 11625 and 12138 encourages participation by businesses owned and operated by minorities and women and Section 3 Business Concerns. It is the policy of THA to use best good faith efforts, consistent with applicable federal regulations and executive orders, to fully promote participation and utilization of disadvantaged and historically underutilized businesses in all areas of Authority contracting. Respondents are expected to demonstrate diligence to achieve participation and utilization.

ARBITRATION

Any dispute, claim or controversy arising out of or relating to this RFP, shall be settled by binding arbitration in Tuscaloosa, Alabama, administered by the National Arbitration Forum (NAF) under its Code of Procedure, currently in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be one arbitrator, named in accordance with the procedure. The parties are waiving their right to seek remedies in court, including the right to jury trial. The arbitration will be conducted in accordance with the Federal Arbitration Act (FAA). The arbitrator shall decide the dispute in accordance with the substantive law of the State of Alabama.

Concurrence by:

Executive Director _____

Director of Finance _____

Purchasing Manager _____

QUOTE FORM / RFP-022-003 CLEANING SERVICES

Instructions: Cleaning Services pricing will be on a monthly cost basis. All weekly, monthly and quarterly requirements should be calculated as a total per month cost. .

<u>Location</u>	<u>Cost per Month</u>
Central Office	\$ _____
Branscomb Office / Community Room / Computer Lab	\$ _____
Crescent East Office / Community Room/Computer Lab	\$ _____
Hay Court Office / Community Room / Computer Lab	\$ _____
McKenzie Court Harris Glynn Center (PAL Gym)	\$ _____
<u>Total Monthly Cost</u>	\$ _____
<u>Total Annual Cost - (x12 Mos.)</u>	\$ _____

Name of Business _____
(Print)
Name of Owner _____
(Print)
Signature of Owner _____

Date Signed _____

Phone Number _____

Email _____

HUD / THA Forms

State of _____)

County of _____)

**AFFIDAVIT IN COMPLIANCE WITH THE BEASON-HAMMON ALABAMA
TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535)**

Before the undersigned, a Notary Public, personally appeared _____ as
(Affiant Name)

_____ for _____, who being made
(Title) (Business Name)

known to me and placed under oath to give true testimony does hereby state:

“To the best of my knowledge, _____ does not knowingly employ,
(Business Name)

has not hired for employment, nor will it continue to employ an unauthorized alien, as that term
is defined in Act 2011-535.”

Done this _____ day of _____ 20__.

(Business Name)

By: _____

Its _____
(Title)

Sworn to and verified before me this _____ day of _____ 20__.

Notary Public

SEAL

Company ID Number: _____

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and _____ (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: _____

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

Company ID Number: _____

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

Company ID Number: _____

photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

Company ID Number: _____

authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

Company ID Number: _____

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated

Company ID Number: _____

within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

Company ID Number: _____

not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

Company ID Number: _____

referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: _____

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Company ID Number: _____

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer		
Name (Please Type or Print)		Title
Signature		Date
Department of Homeland Security – Verification Division		
Name (Please Type or Print)		Title
Signature		Date

Company ID Number: _____

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	
Employer Identification Number:	
North American Industry Classification Systems Code:	
Administrator:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Company ID Number: _____

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ACKNOWLEDGEMENT

AUTHORIZED SIGNATURE:

BUSINESS NAME: _____

BY: _____

DATE: _____

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of _____)ss.

County of _____)

_____, being first duly sworn
deposes and says: That he is _____

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said price, or of that of any other Bidder, or to secure any advantage against the **Tuscaloosa Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By _____
(Signature of Bidder, if the bidder is individual;
Partner, if the bidder is a partner;
Officer, if the bidder is a corporation)

(Print Name and Title)

(Affix Corporate Seal if required)
Subscribed and sworn to before me
this _____ day of _____, 20__.

My commission expires _____, 20__.

(Notary Seal Required)

THA Certification of Non Discrimination

The offeror/bidder agrees and warrants that in the performance of the contract, if awarded, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. The supplier further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. It is understood that non-discrimination shall include all forms of harassment and specifically sexual harassment. The contractor hereby certifies the forgoing and that the contractor will adhere to and enforce all applicable federal, state and local laws pertaining to non-discrimination.

Authorized Signature:

For: _____
Company Name

By: _____

Date: _____