



**Request for Proposal (RFP)  
for  
Waste Removal Services**

Date Issued: June 1, 2022

Submission Deadline: July 1, 2022 2:00p.m. (CST)

Housing Authority of Henry County  
125 N. Chestnut St.  
Kewanee, IL 61443  
309-852-2801  
309-852-0889 Fax

Waste Removal Services

Submission Deadline: July 1st, 2022 2:00 PM (CST)

June 1, 2022

To Bidders:

The Housing Authority of Henry County (HAHC) is requesting bid submissions for waste removal and supply of waste dumpsters for the following locations.

Parkside Apartments (Kewanee)  
Washington Apartments (Kewanee)  
Hollis House (Kewanee)  
Fairview Apartments (Kewanee)  
Lakeland Terrace (Kewanee)  
Lincoln House (Galva)  
Maple City (Geneseo)  
Countryside (Geneseo)

We are seeking bids for a three-year, renewable contract, beginning August 1<sup>st</sup>, 2022. The maximum renewal is twice, for a total possible contract agreement for five years. Contract renewal is at the sole discretion of the Housing Authority of Henry County.

Bids will be received at the office of the Housing Authority of Henry County, until 2:00 p.m. on July 1st, 2022. Bids received after the deadline will be rejected and unopened. Bids should be sealed and titled "Waste Removal Services Do Not Open":

Housing Authority of Henry County  
125 N. Chestnut St.  
Kewanee, IL 61443  
ATTN: Jason M. Moore

Attention is directed to the enclosed instructions to bidders, scope of work descriptions, requirements for submittal, proposal form, bid form, reference form, information required, sample contract, sole proprietor/partner authority, affidavit, and HUD form 5369-C.

If you have any questions, please contact Jason M. Moore 309-854-2007, or email [jasonmoore@henrycountyhousing.us](mailto:jasonmoore@henrycountyhousing.us)

Sincerely,

Jason M. Moore  
Modernization Coordinator  
Housing Authority of Henry County

# **INSTRUCTIONS TO BIDDERS**

## **Bid Preparation and Submission**

Persons interested in submitting a bid for consideration by the Housing Authority of Henry County (HAHC) to perform Waste Removal at the sites specified in this RFP are expected to examine the request package, consider all instructions and requests before providing a written response.

All bids must be submitted on forms provided by the HAHC. Bidders shall furnish all the information required of the solicitation. Bids must be signed and the bidder's name typed or printed on each bid sheet. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of the agent's authority.

Bidders must submit as part of their bid the following completed forms: proposal form, bid form, reference form, information required, sample contract, sole proprietor/partner authority, affidavit, and HUD form 5369-C,

Proof of insurance will be required within seven calendar (7) days of the bid being accepted. Failure to submit any of the required documents may result in your bid being considered non-responsive.

All bid documents shall be sealed in an envelope that shall be clearly marked with the words "Waste Removal Services Do Not Open",

### **Bid Due Date:**

**July 1, 2022 at 2:00pm** will be the due date of this RFP. All bids must be received at the office of:

Housing Authority of Henry County  
125 N. Chestnut St.  
Kewanee, IL 61443  
ATTN: Jason M. Moore

### **Explanation and Interpretations to Prospective Bidders**

Any prospective bidder desiring an explanation or interpretation of the solicitation must request it before the scheduled time for bid opening. Requests may be oral or written. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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### **Evaluation of Submitted Bids**

HAHC will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, HAHC will consider such matters as the bidders:

- 1) Bid Price: 40 points
- 2) Record of past performance (please provide three or more references): 30 points
- 3) The ability of the contractor to perform the work: 30 points

### **Late submissions, modifications and withdrawal of bids**

Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

The only acceptable evidence to establish the time of receipt at HAHC is the time/date stamp of receipt on the bid wrapper. This is written on the bid wrapper by the HAHC employee who has received the bid.

Modification or withdrawal of a bid may be accomplished prior to the date and time specified for bid deadline. Bids may be withdrawn by written notice, in person by a bidder, or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

### **Bid Irregularities**

Any error and/or omission in the bid form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for damages resulting there from nor in any way relieve the contractor from fulfillment of all obligations as provided for in the bid documents.

**Indemnification**

The contractor shall indemnify, defend and hold the Housing Authority of Henry County, its officers, and employees, harmless in the event of liability claims arising out of the contractor's activities undertaken in connection with this agreement.

**Insurance Requirements**

The contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Illinois that will protect contractors and subcontractors and the Authority from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract.

The contractor will furnish insurance certificates within (7) seven calendar days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by the Authority.

The contractor must cease work if any of the required insurance is canceled or expires. Copies of certificates of insurance shall be submitted to, and approved by, the Housing Authority prior to the execution of the contract. The Certificate shall specifically name The Housing Authority of Henry County as an additional insured party. In the area for the listing of additional insured on the binder it must read: "Housing Authority of Henry County." The certificates must contain the agreement of the insurance company notifying the Authority (10) ten calendar days prior to any cancellation or material alteration of the policy. The contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the Authority. The limits of insurance shall not be less than the following:

- A. Worker's compensation in the amount required by Illinois Law.
- B. General Liability:
  - Bodily injury and property damage combined:

Each occurrence	\$1,000,000.
Aggregate	\$1,000,000.
Personal injury:	\$1,000,000.
- C. Automobile Insurance for vehicles:

Bodily injury:	Each person	\$500,000.
	Each accident	\$500,000.

**Award of the Contract**

The Housing Authority of Henry County will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Housing Authority.

The Housing Authority may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received.

The Housing Authority may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

**Contract Modification**

Only the Chief Executive Officer has the authority to modify any terms or conditions of this contract. Any contract modification shall be authorized in writing.

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**Assignment of Contract**

The contractor shall not assign or transfer any interest in this contract; except that claims for money due or to become due from the Housing Authority under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Chief Executive Officer. If the contractor is a partnership, this shall insure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Chief Executive Officer.

**Subcontracts**

No subcontracting will be allowed under this contract.

**Payments**

The Housing Authority shall pay the Contractor the price as provided in this bid within (30) thirty days of receipt of an itemized invoice, which includes actual dates of service. Invoices will only be processed if the contracted service has been provided.

**Bid Guarantee**

No bid may be withdrawn for (60) sixty calendar days from the date set as the bid due date.

All prices shall be on a firm-fixed price basis and are not subject to adjustment based on cost incurred.

## **BID DOCUMENTS CHECKLIST**

The following documents shall be completed and submitted for a complete bid:

1. Proposal Form
2. Bid Form
3. Information Required
4. Reference Form
5. Sole Proprietor/Partner Authority
6. Non-Collusive/Non-Identity of Interest Affidavit
7. HUD Form 5369-C — Certifications and Representations of Offerors Non-Construction Contract
8. Section 3 Clause

The documents listed above will be reviewed by the Housing Authority to determine compliance with the requirements of this project. The Housing Authority reserves the right to accept or reject any and all bids and to waive any informality in bids received if it is in the best interest of the Housing Authority to do so.

## PROPOSAL FORM

Housing Authority of Henry County  
125 N. Chestnut St.  
Kewanee, IL 61443

The undersigned, as Bidder, hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he has carefully read and examined indexed items in the request for proposal and understands all the same. The Bidder declares that he or his representative has made a personal investigation at the site and of the work herein proposed and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that he has not received or relied upon any representations or warrants of any nature whatsoever from Housing Authority of Henry County, its agents or employees, and that this bid is based solely upon the Bidder's own independent business judgment.

The undersigned hereby proposes to perform all work described in the Scope of Work and Specifications, including any Addenda issued thereto, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work herein described in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these Contract Documents dated \_\_\_\_\_ and, Addenda thereto numbered the undersigned, as Bidder, hereby proposes to perform at the site(s) specified in this request, the work enumerated in the attached Bid Form for an amount of \$ \_\_\_\_\_ and as set forth therein.

The undersigned agrees to contract for said work and to furnish the necessary Insurance Certificates within (7) seven calendar days after being notified of the acceptance of his Bid.

If this Bid shall be accepted by the Housing Authority and the Bidder shall fail to contract as aforesaid and to furnish the required Insurance Certificates with (7) seven calendar days after being notified of the acceptance of this Bid, then the undersigned shall be considered to have abandoned the Contract and the Housing Authority will execute a contract with the next responsive bidder or re-bid the work.

In submitting this Bid, it is understood that the right is reserved by the HAHC to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner deemed in the best interest of the HAHC.



SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

---

Firm Name

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Official Address

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Authorized Signature of Bidder

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Telephone Number

# BID FORM

NAME OF BIDDER \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

We, the undersigned, will furnish all labor, materials, equipment, services, facilities and all other items required for the 2022 - Waste Removal Services project as defined by the Scope of Work and Specification for the Housing Authority of Henry County. The bid is being submitted in accordance with the documents and specifications, at the prices listed below. If you wish not to bid on a certain property, write in "No Bid". All rates will be a fixed fee, and the HAHC will not accept any additional fees for overfilled dumpsters.

### Monthly Rate

- |                                    |          |
|------------------------------------|----------|
| 1. Parkside Apartments (Kewanee)   | \$ _____ |
| 2. Washington Apartments (Kewanee) | \$ _____ |
| 3. Hollis House (Kewanee)          | \$ _____ |
| 4. Fairview Apartments (Kewanee)   | \$ _____ |
| 5. Lakeland Terrace (Kewanee)      | \$ _____ |
| 6. Lincoln House (Galva)           | \$ _____ |
| 7. Maple City (Geneseo)            | \$ _____ |
| 8. Country Side (Geneseo)          | \$ _____ |

### ADDENDA

We acknowledge receipt of the following Addenda, which are included in our bid:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

\*See notes in the specifications section under the heading of sites and areas to be serviced. \*

### TIME OF COMMENCEMENT

If awarded the Contract, we agree to begin the work described in the Contract Documents on August 1<sup>st</sup>, 2022.

INFORMATION REQUIRED

Bidder to state if individual, partnership, or corporation: \_\_\_\_\_

1. If partnership, list names of all partners:

\_\_\_\_\_  
\_\_\_\_\_

2. If corporation:

- a. Give state of incorporation: \_\_\_\_\_
- b. Give state(s) in which qualified to do business \_\_\_\_\_  
\_\_\_\_\_

3. Tax I.D. # \_\_\_\_\_ or S.S. # \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Bidder

## REFERENCE FORM

1. \_\_\_\_\_  
**Company Name** **Address**

\_\_\_\_\_  
**Contact Person** **Telephone Number(s)**

2. \_\_\_\_\_  
**Company Name** **Address**

\_\_\_\_\_  
**Contact Person** **Telephone Number(s)**

3. \_\_\_\_\_  
**Company Name** **Address**

\_\_\_\_\_  
**Contact Person** **Telephone Number(s)**

## SPECIFICATIONS

Locations and areas to be serviced

1. **Parkside Apartments:** 125 N. Chestnut St., Kewanee, IL 61443 --- 1 High rise building with 41 apartments and a small office area  
1 - 2yd container 3 pickups per week.
2. **Washington Apartments:** 700 E. 2<sup>nd</sup> St., Kewanee, IL 61443 --- 1 High rise building with 74 apartments.  
3 - 2yd containers with 2 pickups per week.
3. **Hollis House:** 605 Hollis St., Kewanee, IL 61443 ---1 High rise building with 50 apartments.  
2- 2yd containers with 2 pickups per week.
4. **Fairview Apartments:**100 Fairview Junction, Kewanee, IL 61443 --- 32 buildings with 175 apartments, 1 small office area, 1 maintenance area  
11-3yd containers, 8-4yd containers, and 2-2yd containers all picked up twice a week.
5. **Lakeland Terrace:** 45 Lakeland Terrace, Kewanee, IL 61443 --- 25 buildings with 44 apartments.  
4 – 3yd containers with 2 pickups per week.
6. **Lincoln House:** 19 S.W. 4<sup>th</sup> St, Galva, IL 61434 --- 1 High rise building with 45 apartments.  
2 – 2yd containers with 2 pickups per week.
7. **Maple City:** 624 E Wells St, Geneseo, IL 61254 --- 1 High rise building with 60 apartments.  
2 – 2yd containers with 2 pickups per week.
8. **Countryside Apartments:** 703 Ash Dr, Geneseo, IL 61254 --- 4 buildings with 16 apartments.  
1 – 8yd container with 1 pickup a week.

The bidder is expected to make his or her own site investigation for purpose of determining the size and scope of work. Container size and quantity listed above is what is currently on each property. Contractor may use different sizes and quantities if desired. Most containers will need to be on wheels as access, and space is limited in most spots. Contractor will be responsible for the condition of the containers and any wheels associated with them.

## SCOPE OF WORK

Services to be provided will include, but not be limited to, the appropriate scheduled residential waste removal from the sites.

Waste removal and dumpster supply will be needed for the following Housing Authority of Henry County sites:

1. **Parkside Apartments:** 125 N. Chestnut St., Kewanee, IL 61443 --- 1 High rise building with 41 apartments and a small office area  
1 - 2yd container 3 pickups per week.
2. **Washington Apartments:** 700 E. 2<sup>nd</sup> St., Kewanee, IL 61443 --- 1 High rise building with 74 apartments.  
3 - 2yd containers with 2 pickups per week.
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2 – 2yd containers with 2 pickups per week.
7. **Maple City:** 624 E Wells St, Geneseo, IL 61254 --- 1 High rise building with 60 apartments.  
2 – 2yd containers with 2 pickups per week.
8. **Countryside Apartments:** 703 Ash Dr, Geneseo, IL 61254 --- 4 buildings with 16 apartments.  
1 – 8yd container with 1 pickup a week.

Services will include a base proposal for scheduled pickup of trash as well as containers for each site. **No overage charges will be considered with this RFP.**

The containers should contain lids and be easily accessible by residents. A site visit is strongly recommended to provide accurate dumpster size and location,

The Contractor will provide to HAHC, a written schedule of the day of the week on which sites will be serviced. This schedule is to be submitted prior to any work being done, and must be updated when necessary.

SOLE PROPRIETOR/PARTNER AUTHORITY

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Print Name) (Name of Company/Business)

DO HEREBY CERTIFY that I am authorized to execute and deliver, in the name and on behalf of the Company any agreement or other instrument or document in connection with any matter or transaction, the execution and delivery of any agreement, document or other instrument.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Sole Proprietor

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ to me to be the person described in and who executed the foregoing instrument and acknowledge that he/she executed the same as his/her free and voluntary act of deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

## NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, depose and say:

(1) That said named person is \_\_\_\_\_  
(A partner or officer of the firm, of etc.)

the party making the foregoing proposal or quote;

(2) That such proposal or quote 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 quote price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said quote price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Henry County or any person interested in the proposed contract;

(3) That no identity of interest exists or will between Bidder and the Owner or architect, and

(4) that all statements in said proposal or quote are true,

**WARNING:** U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the owner in the general contractor;
- (b) If any of the officers or directors of the owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the owner has any financial interest whatsoever in the general contractor;
- (d) If the Service Provider advances any funds to the owner, including providing a land option or any of the costs of obtaining a land option;
- (e) If the Service Provider provides and pays, on behalf of the owner, the cost of any architectural or engineering services other than those of the surveyor, general superintendent, or engineer employed by a general contract in connection with his/her obligations under the construction contract;
- (f) If the Service Provider has any interest in the owner Corporation as part of the consideration for payment;



- (g) When there exists (or comes into being) any side deals, agreements, contract or undertaking entered into or contemplated, thereby altering, amending or canceling any of the required closing-documents;
- (h) When the contract or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the Service Provider has stock or any financial interest in the contractor;
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required services; or where the Service Provider, or any officer, director, stockholder or partner of such services, acts as a consultant to the Service Provider.

IN WITNESS THEREOF, I have set my hand this \_\_\_day of \_\_\_\_\_,20\_\_\_.

By \_\_\_\_\_  
Signature of Bidder, if an Individual

By \_\_\_\_\_  
Signature of Officer, if a Bidder is a Corporation

By \_\_\_\_\_  
Signature of Officer, if Bidder is a Partnership

Title \_\_\_\_\_  
Title of Officer, if Bidder is a Corporation or Partnership

## HOUSING AUTHORITY OF HENRY COUNTY

### CONTRACTOR CERTIFICATION OF SECTION 3 CLAUSE

Any Contractor or Subcontractor where Federal Housing Authority dollars are involved, the following shall prevail:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFT part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR part 135.
- F. Noncompliance with HUD's Regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

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CONTRACTOR OR FIRM

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PROJECT OR SERVICES

Undersigned certifies that:

- A. Above Section 3 provisions are included in the contract.
- B. Contractor certifies that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income persons residing within the Housing Authority Developments first and second within the Cities located in Henry County, Illinois; and that Contracts and Subcontracts for Work shall be awarded to business concerns which are located in or owned by persons residing in the Housing Authority Developments first and second within the Cities located in Henry County, Illinois; who are in compliance with State and Local law and Federal requirements of 24 CFR Part 135.
- C. Contractor certifies that it will make a good faith effort to employ 10% of lower income employees and will maintain records that document efforts to employ low-income workers.

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

END OF DOCUMENT

# 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/offerors 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)

- Black Americans       Asian Pacific Americans
- Hispanic Americans     Asian Indian Americans
- Native Americans       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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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