

TOWN OF HEMPSTEAD HOUSING AUTHORITY
760 Jerusalem Avenue
Uniondale, New York 11553
516.485.9666

Request for Proposals

for

**Management Software and Data Migration,
including Training, Supporting Services
Integrated Inventory Tracking and Consulting Services**

Dated: March 3, 2026

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NOTICE TO OFFERORS/PROPOSERS/BIDDERS

SEALED PROPOSALS WILL BE RECEIVED by the Town of Hempstead Housing Authority, ("Housing Authority") 760 Jerusalem Avenue, Uniondale, New York, 11553, until 1:00 p.m. local time on April 1, 2026, for:

Management Software and Data Migration, in order to transition from the Housing Authority's existing paper application process, involving submission and review of paper / hardcopy applications for housing, and convert to an electronic (and internet) based notice, filing and review system. This includes necessary software upgrades along with related management, training, integrated inventory tracking, consulting and support services.

The solicitation / RFP Documents may be obtained at the office of the Town of Hempstead Housing Authority, 760 Jerusalem Avenue, Uniondale, New York, 11553, by calling 516-485-9666 or by email. Email requests to lschwab@tohha.org. There will be a public opening of proposals. The opening shall be solely for the purpose of recording the names of each Offeror.

[For purposes of this solicitation, the terms "Offeror," "Proposer" and "Bidder" are used interchangeably and have the same meaning.]

Proposals should identify:

- the software to be provided;
- method and manner of transitioning the application process from the hardcopy paper system currently used by the Housing Authority to the electronic / internet-based system;
- support services to be provided;
- training to be provided;
- integrated inventory tracking system to be provided;
- consulting services to be provided

Proposals should also identify the costs for the software and the services as well as the proposed duration of the services and related costs for each proposed term for the proposed services.

The Housing Authority reserves the right to waive all informalities in any proposal, or to accept or reject any or all proposals, and to accept the proposal most favorable to the interests of the Housing Authority, after all proposals have been examined and checked. The Housing Authority reserves the right to negotiate with each offeror and to award one contract for all services and items; or separate contracts, to one or more offerors, to the extent most favorable to the Housing Authority. By submitting a proposal, the offeror agrees that it shall not withdraw its proposal within sixty (60) days after the date set for receipt of proposals or any extensions thereof, without the consent of the Housing Authority, which consent may be withheld at the sole discretion and option of the Housing Authority.

All costs incurred by each offeror in connection with, or associated with, this RFP or in preparing the proposals, negotiating the terms or otherwise, shall be borne by and are the sole responsibility of such offeror. The Housing Authority shall not be liable or responsible for any such costs or expenses under any circumstances.

Attention is directed to the enclosed instructions and scope of work / specifications which are made a part of this Request for Proposals ("RFP").

All proposals must be submitted triplicate and shall be based upon and be in conformity with the scope of work / specifications and instructions attached. Proposals should be submitted in a sealed envelope with the word "PROPOSAL" clearly printed and highlighted on the front of the envelope.

Enclosed and forming a part of this RFP are the documents set forth in the Table of Contents, including the forms, documents and information referenced in those items. They are collectively referred to as the "Bid Documents" or "Proposal Documents."

Town of Hempstead Housing Authority

INSTRUCTIONS TO BIDDERS/ OFFERORS/ PROPOSERS

The Instructions to Offerors are set forth in HUD form 5369-B "Instructions to Offerors (Non-Construction)" attached hereto. The following terms and conditions supplement the terms and conditions in HUD form 5369-B.

- a. Request for Information or Interpretations: Each request for interpretation as to the meaning of specifications and each request for additional information shall be in writing and directed to: Town of Hempstead Housing Authority ("Housing Authority"), 760 Jerusalem Avenue, Uniondale, New York, 11553. No inquiry received within three (3) working days of the date fixed for submission of proposals will be given consideration. To the extent information is requested from the Housing Authority which the Housing Authority determines to be confidential, the Housing Authority may request each Offeror to sign a confidentiality agreement prior to receiving the Confidential Information.
- b. Proposal form and submission: Proposals must be submitted in writing and must be submitted in triplicate. There is no formal proposal form; each Offeror shall determine the form and content of the proposal to be submitted. Offerors shall furnish all the information required by the solicitation, including the costs for software, and the fees for all services to be provided, including the term and period of time (duration) of the services and applicable charges for the various periods. Proposals must be signed, and the Offeror's name typed or printed on the proposal sheet and each continuation sheet which requires the entry of information by the Offeror. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- c. Required forms: The Proposal must include the following mandatory forms, signed by each offeror (with blanks filled in where applicable):
 1. Certifications and Representations of Offerors;
 2. Certification regarding Debarment and Suspension;
 3. Certification regarding non-collusive bidding.
- d. Amendments: Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the proposal form, or (3) by letter, email or facsimile, if those methods are authorized in the solicitation, including it in the proposal envelope. The Housing Authority must receive all such

acknowledgments by the time and at the place specified for receipt of proposals. Proposals which fail to acknowledge the Offeror's receipt of any amendment may result in the rejection of that proposal if the amendment(s) contained information which substantially changed the Housing Authority's requirements.

- e. Timing and receipt by Housing Authority: Proposals must be received by the Town of Hempstead Housing Authority on or before 1:00 p.m., April 1, 2026. The address for delivery of the proposal package is:

Town of Hempstead Housing Authority
760 Jerusalem Avenue
Uniondale, New York, 11553.

Any proposal received after the exact time specified for receipt will not be considered and will be returned to the Offeror unopened. Late submissions will not be considered unless due to mishandling by the Housing Authority.

Article 6 (including all subparagraphs therein) of HUD form 5369-B "Instructions to Offerors (Non-Construction)" attached hereto (referencing late submission of offers or modifications) shall not apply to this Request for Proposals and shall be deemed deleted, stricken and removed from the Instructions to Bidders/ Offerors/ Proposers.

References to the term "Contractor" in paragraph 5 of HUD form 5369-B "Instructions to Offerors (Non-Construction)" attached hereto shall mean "Offeror".

- f. Withdrawal of Proposals: The Housing Authority shall have a period of sixty (60) calendar days following the proposal opening date to make the award. No proposal may be withdrawn during the acceptance period. By submitting a proposal, the Offeror agrees that it shall not withdraw its proposal within sixty (60) days after the date set for receipt of proposals or any extensions thereof, without the consent of the Housing Authority, which consent may be withheld at the sole discretion and option of the Housing Authority.
- g. Evaluation of proposals: Proposals will be evaluated by the Housing Authority to determine which proposal or proposals are in the best interest of the Authority. The evaluation shall be made by a committee of three persons selected by the Housing Authority. The Evaluation Criteria is set forth below. Price or cost is a factor in the evaluation, but it is not the sole factor. The Housing Authority is not required to award a contract to the Offeror with the lowest price or cost.

h. Negotiations with Offerors: Negotiations may be conducted with any or all Offerors determined to have a reasonable chance of being selected for award. The Housing Authority may request an on-line demonstration of the products and software offered, or an on-site demonstration of the products and software offered. No information about other proposals shall be given.

i. Proposed Schedule and timetable for award and performance:

Action:	Anticipated date(s)
Issuance of Request for Proposals	
RFP Submission/Deadline	
Review of submitted RFPs / Negotiations	
Decision and Award	
Develop Installation / Conversion Plan	
Installation/User Training	
Parallel Operations	
Conversion to New System	
Completing and Testing	

j. Evaluation criteria: Selection of the winning proposal or proposals will be based on the criteria set forth herein. Proposals shall be rated and assessed points based on how closely or effectively the proposals meet and comply with the factors in each category. After evaluation of the proposals, the contract shall be awarded to the responsible firm whose technical approach to the work, qualifications, price and/or any other factors considered, are most advantageous to the Housing Authority. The Housing Authority, however, reserves the right to reject all proposals in the event it is determined that it is in the best interest of the Housing Authority to do so and/or if none of the proposals is advantageous to the Housing Authority.

The maximum available points per category are as follows (the maximum total may not necessarily equal 100:)

Evaluation Criteria	Points
A. Systems/Software Functionality	30
B. Cost (Initial)	20
C. Cost (ongoing support and additional fees)	20
D. Support offered	30
E. Training	30
F. Implementation/Conversion	20
G. References	15

Scope of Work

The Town of Hempstead Housing Authority ("Housing Authority") is a public housing authority which owns, manages and operates fourteen (14) low income apartment complexes throughout the Town of Hempstead. The Housing Authority is governed by the rules and regulations of the United States Department of Housing and Urban Development ("HUD".)

1. The Housing Authority is desirous of converting the paper application and processing system currently used by the Housing Authority to an electronic (and internet) based notice, filing and review system.
2. The successful offeror will provide new software and upgrade the Housing Authority's existing software to allow prospective applicants for housing at the Housing Authority properties to obtain applications and submit the applications on-line / through the internet; enable the Housing Authority to evaluate the applications for eligibility in accordance with HUD rules and regulations; and assist the Housing Authority in determining qualified applications for housing. This includes
 - creating an applicant portal which allows prospective applicants to submit online applications, electronically view their waitlist status and position; update and edit their applications; send and receive documents securely.
 - creating a tenant portal which allows existing tenants to view account balances, perform recertifications on-line (if permitted by the Housing Authority); submit work-orders online; update personal information securely; electronically sign documents.
 - creating a landlord portal which allows the Housing Authority to view tenant account balances; view tenant payment histories; communicate between and among Housing Authority personnel regarding Housing Authority business; view and monitor schedules for unit inspections; view and monitor work orders submitted by Tenant and status; update Tenant information.
 - assisting the Housing Authority with PIC Submissions, including transmitting applicable files to PIC on a monthly basis; providing the Housing Authority with copies of submission results.
3. The successful offeror will create a customized database related to the services and requirements.
4. The successful offeror will convert existing waitlists, 50058 certification files and landlord, tenant vendor and general ledger balances.

5. To the extent requested by the Housing Authority, the successful offeror will also convert current and prior tenant related financial data, including billed charges and payments; convert current and historical Landlord payments data; convert current and historical vendor payment data.
6. To the extent requested by the Housing Authority the successful offeror will provide website design and hosting services.
7. To the extent requested by the Housing Authority the successful offeror will provide document imaging services in addition to those noted above, website design and hosting services.
8. The successful offeror will also provide an integrated inventory tracking system.
9. The successful offeror will also provide training and support services for Housing Authority personnel. On-site and on-line training should be offered by the successful offeror.
10. The winning offeror's services shall include the successful implementation and testing of the software and hardware on the Housing Authority's computer network.

All software and services provided by the successful offeror must comply with all applicable federal (including HUD), state and local laws, rules and regulations and comply with all applicable security and privacy protection laws, rules and regulations

PROPOSAL

Proposals may be submitted in the form and format determined by the Offeror. There is no formal Proposal sheet or form.

Proposals should identify:

- the software to be provided,
- method and manner of transitioning the application process from the hardcopy paper system currently used by the Housing Authority to the electronic / internet-based system;
- support services to be provided;
- the integrated inventory tracking system to be provided;
- training to be provided;
- consulting services to be provided.

Proposals should also identify the prices / costs to the Housing Authority for the software and the services to be provided. Proposals should also identify the annual costs for the services and related costs for each extended term for the proposed services.

Contract

The Contract documents shall include the Bid Documents, and a formal Contract to be negotiated between the Housing Authority and the Successful offeror.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER: THE TOWN OF HEMPSTEAD HOUSING AUTHORITY
AND
CONTRACTOR**

AGREEMENT

Made as of the 15th day of February in the year

**BETWEEN the Owner: Town of Hempstead Housing Authority
760 Jerusalem Avenue
Uniondale, New York 11553**

And the Successful Offeror:

**The Project: Management Software and Data Migration, including Training,
Supporting Services, Integrated Inventory Tracking and Consulting
Services**

The Owner and the Contractor agree as set forth below.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2
THE WORK**

The Contractor shall perform all the work required by the Contract Documents for:

Management Software and Data Migration, including Training, Supporting Services, Integrated Inventory Tracking and Consulting Services.

ARTICLE 3
MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.**
- 7.2 The Contract Documents, which constitute the entire Agreement between the Owner and the Successful Offeror, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:**
- 1. Agreement between Owner and Successful Offeror**
 - 2. Project Manual/Specifications for _____**
 - 3. Insurance Documents**
 - 4. The bid of completed proposal sheet Agreed to on _____**

This Agreement entered into as of the day and year first written above.

OWNER

SUCCESSFUL OFFEROR

**TOWN OF HEMPSTEAD HOUSING AUTHORITY
760 Jerusalem Avenue
Uniondale, New York 11553**

Executive Director
SEAL

Title:
SEAL

Insurance Requirements for Software, Migration, Training & Consulting Services

1. Commercial General Liability

- **Minimum Limit:** \$1,000,000 per occurrence / \$2,000,000 aggregate
- **Coverage:** Bodily injury, property damage, personal injury, and advertising injury.
- **Required Status:** The Town of Hempstead Housing Authority must be named as an **additional insured**.

2. Automobile Liability

- **Applies if vehicles are used in contract performance.**
- **Minimum Limit:** \$1,000,000 combined single limit
- **Coverage:** Bodily injury and property damage for owned, hired, and non-owned vehicles.

3. Workers' Compensation and Employer's Liability

- **Required:** Per New York State law
- **Coverage:**
 - Workers' Compensation: Statutory limits
 - Employer's Liability: \$500,000 per accident / \$500,000 per disease / \$500,000 policy limit

4. Professional Liability (Errors & Omissions)

- **Minimum Limit:** \$1,000,000 per claim
- **Coverage:** Covers failure in performing professional services, including:
 - Software configuration
 - Data migration integrity
 - Advisory/consulting errors
 - User training content

5. Cyber Liability / Data Breach Coverage

- **Minimum Limit:** \$1,000,000 per occurrence or claim
- **Coverage:** Data loss, unauthorized access, ransomware, and breach of personally identifiable information (PII)

6. Umbrella or Excess Liability *(If required by the Housing Authority)*

- Minimum \$1,000,000 excess over General Liability, Auto, and Employer's Liability

Additional Insurance Terms

- **Proof of Insurance:** Must be provided prior to contract execution.
- **Certificates of Insurance** must:
 - Be issued by companies **licensed in New York State**
 - Show the Housing Authority as **Certificate Holder and Additional Insured**
 - Include **30 days' notice of cancellation or material change**
- **Subcontractors** must carry their own insurance and be compliant with the same limits.

Summary Table of Minimum Insurance Limits

Coverage Type	Limit
General Liability	\$1M per occurrence / \$2M aggregate
Auto Liability	\$1M combined single limit
Workers' Comp / Employers' Liab.	Statutory / \$500K per item
Professional Liability (E&O)	\$1M per claim
Cyber Liability	\$1M per claim
Umbrella/Excess Liability (if req.)	\$1M

Instructions to Offerors Non-Construction

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



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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:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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:

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

COMPLETE THE FOLLOWING AFFIDAVIT AND ATTACH TO BID FORM

G. CERTIFICATE OF NON-COLLUSION

TO: TOWN OF HEMPSTEAD HOUSING AUTHORITY

By submission of this Bid or Proposal, the Bidder certifies that:

(A) Each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to Bid opening directly or indirectly, to any other Bidder or to any competitor and;
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose or restricting competition.

(B) A Bid shall not be considered for award nor shall any award be made where (A) (1) and (3) above have not been complied with; provided, however that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision public department, agency, or official thereof to which the Bid is made, or his/her designees, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the Bidder (a) has published price lists, rates, or tariffs, covering the items being procured, (b) has informed prospective customers or proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices having Bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1) (A).

(C) Any Bid hereafter made to any political subdivision or the state of any public department, agency, or official thereof by a Corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation or local law, and where such Bid contains the certification referred to in subdivision (1) of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion herein of the certificate as to non-collusion as the act and deed of the Corporation.

Sworn to me this _____
Day of _____

Notary Public

Name of Bidder or Corporation

Name of Officer and Title

Signature of Officer