

# **McKEESPORT HOUSING AUTHORITY**

## **REQUEST FOR QUALIFICATIONS**

### **YOUTH AFTER SCHOOL AND RECREATIONAL ACTIVITY PROGRAMS**

**For  
The McKeesport Housing Authority**

**Request for Qualifications Issued:           October 07, 2022**

**Qualifications Due:                               November 07, 2022**

**This RFQ includes the following documents:**

- 1) Qualifications**
- 2) Exhibit A ---Detailed scope of work**
- 3) Exhibit B---Fee Schedule/Reference List**
- 3) Exhibit C—HUD form #5369-C**
- 4) Exhibit D—Section 3 Information and Certification**
- 5) Exhibit E—HUD Form #5369-B**

**Request for Qualifications  
For Youth After School and Recreation Programs**

The McKeesport Housing Authority (MHA) is issuing a competitive Request for Qualifications (RFQ) for qualified entities to provide youth and recreation programs for our public housing residents. See Exhibit A for a detailed scope of work.

**Obtaining the RFQ:** Please contact Sue Remick at (412) 673-6942 ext. 119, or email [sremick@mckha.org](mailto:sremick@mckha.org) to obtain a copy of the RFQ package. There will not be a cost for requesting a package.

**Questions:** Any questions or requests for further information or clarification must be directed to Steve Bucklew in writing, either through US mail (please use certified mail) or email [sbucklew@mckha.org](mailto:sbucklew@mckha.org) no later than November 5, 2022 at 2:00 pm EST

**Submission Deadline:** Sealed Qualifications, in accordance with conditions defined in the RFQ, must be received via USPS Certified mail, overnight delivery services (UPS, Fed Ex, etc.) or hand delivered to the MHA Central Office **no later than 4:00 pm EST Monday, November 07, 2022** at the address below. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time. Faxed or emailed submittals will not be accepted.** Please submit three (3) copies of the Qualifications, with the exception being the HUD #5369-C and Section 3 Certification forms, only one copy is needed of those forms. Women and Minority owned businesses are strongly encouraged to submit their Qualifications. Resident owned businesses are strongly encouraged to apply.

**Submission Instructions:** Submit a sealed Qualifications marked “Youth and Recreation Programs” to Sue Remick, c/o McKeesport Housing Authority, 2901 Brownlee Avenue 2<sup>nd</sup> Floor, McKeesport, PA 15132. No qualifications shall be opened before the submission deadline. If an entity has submitted qualifications in error, the original qualifications may be picked up and resubmitted before the submission deadline. Submissions will not be publicly opened. It is the responsibility of the entity to indicate which parts of the RFQ are “confidential” or “proprietary”, as bid documents are considered public records, subject to inspection upon written request.

**Evaluation:** MHA expects to select the entity that is best qualified to provide the services described in this RFQ based upon the evaluation criteria set forth in the RFQ. MHA reserves the right to waive any information or irregularities in submittals, or to reject any and/or all qualifications. MHA may also award this contract to multiple firms who specialize in specific Youth and/or Recreation Programs requested herein.

**Request for Qualifications  
For Youth and Recreation Programs**

**INTRODUCTION**

The McKeesport Housing Authority (MHA) administers a broad range of federally financed housing programs serving the regional housing needs of McKeesport, PA. MHA owns and manages 896 units of Public Housing. The composition of MHA's unit inventory is as follows:

	<u>Family</u>	<u>Elderly</u>	<u>Combined</u>
Crawford Village	416	87	503
Harrison Village	107	73	180
McKeesport Towers	0	192	192
Scattered Sites	<u>21</u>	<u>0</u>	<u>21</u>
Totals	640	353	

**SCOPE OF WORK**

MHA is seeking an entity to provide Youth and Recreation Programs in our public housing facilities as follows:

1. Provide afterschool academic, social, and recreational programs for the youth at our Harrison Village facility during the school year. Monday – Friday 2:00pm – 7:00pm:
  - a. Help with homework
  - b. Arts & crafts projects
  - c. Athletic activities – basketball, kickball, etc.
2. Provide social and recreational activities at our Harrison Village facility during the summer and school breaks Monday – Friday 10:00am – 3:00pm:
  - a. Arts & crafts projects
  - b. Athletic activities – basketball, kickball, etc.
  - c. Field trips
3. The above schedules in regards to times, days of the week and location are flexible. MHA is looking for an organization(s) that considers the population of each site and the economic resources available to deliver quality programs.
4. MHA is seeking a partner organization(s) that can leverage existing or future federal, state, or other grants to deliver requested services.
5. MHA will provide all recreational facilities on-site at no cost to the organization(s) with regards to rent, utilities, and repairs for normal wear and tear. Organization(s) providing the requested services will be responsible for cleaning assigned facilities and excessive damage repairs beyond normal wear and tear.

Details of specific activities, programs, and frequency of services needed are located in Exhibit A.

**DURATION OF WORK**

The contract period will commence January 1, 2023 through December 31, 2025.

The awarded firm will have the option to renew the contract up to and including two optional one year extensions, for a maximum of 5 years total (ending December 31, 2027) granted at the discretion of the MHA.

## **INFORMATION TO BE SUBMITTED WITH THE QUALIFICATIONS**

MHA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process. The Statement of Qualifications must present the Entity's experience and qualifications to undertake the services specified above and should address, in order, the issues described in each of the sections below and should identify each section to facilitate quick reference. Respondents may incorporate additional information relating to each of the sections outlined below to respond to the evaluation criteria. Respondents choosing to provide additional materials, e.g., Entity brochures, profiles, etc, should include them in a separate section of the Qualifications.

- 1) Letter of Interest:** The letter of interest should briefly summarize the Entity's qualifications. An Officer of the Entity authorized to execute contracts or other similar agreements must sign the letter.
- 2) General qualifications, experience and fees:**
  - a) Provide a description of the Entity, history and other general information that describes the Entity's qualifications and capacity to undertake this work.
  - b) Provide a list of clients of comparable size and scope that the Entity has provided similar services for in the last 3 years.
  - c) Provide references from at least 3 recent clients.
  - d) Provide a Fee schedule and submit on the attached Exhibit B.
  - e) Executed HUD form #5369-C "Certifications and Representations of Offerers Non-Construction Contract" in Exhibit C.
  - f) Identify staff assigned to the MHA account that will perform services for this contract. Include a brief resume, job description and title of this person or persons.
  - g) All staff that visit or are assigned to MHA property must have a current Act 33 and Act 34 security clearances from the State of Pennsylvania.
- 3) MHA reserves the right to request an oral presentation of the high scoring Entities for final selection and negotiation of fees.**

**Request for Qualifications  
For Youth and Recreation Programs**

**EVALUATION CRITERIA**

All responses to this RFQ that are received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below:

Criteria	Points Allowed
Experience delivering afterschool youth programs that have a proven record of raising academic performance.	25
Ability and experience in delivering athletic/physical fitness programs to utilize MHA's recreational facilities.	20
Credentials of staff assigned to MHA programs. Programs planned to be implemented at MHA sites and staff plan for delivery of services.	25
Quality of recreation and academic programs proposed. Grant and other funding streams to be used to leverage program delivery.	15
Meeting the Section 3 category/strategy	10
Resident owned business	5

**Total points available:**

**100 points**

**Request for Qualifications  
For Youth and Recreation Programs**

**GENERAL CONDITIONS**

- 1) **Basic requirements:** The Entity shall meet the requirements of Exhibit E, HUD form #5369-B; and, if applicable, Section 3 businesses as outlined in Exhibit D.
- 2) **Addenda:** In the event there are changes or clarifications to this RFQ, MHA shall issue an addendum. Addenda will only be sent to those parties who have registered with MHA as having received an official copy of the RFQ from MHA. It is the responsibility of the respondent to check with MHA prior to submittal deadline to ensure that all addenda issued by MHA have been received or to call the MHA contact named in this RFQ.
- 3) **Rights reserved by MHA:** MHA reserves the right to waive any irregularities or informalities in the RFQ and to reject any and/or all Statements of Qualification. MHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director or his assignee has approved the award of the contract.
- 4) **Basic Eligibility:** The successful Entity must not be debarred, suspended or otherwise ineligible to contract with MHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Non-procurement Programs" or HUD's "Limited Denial of Participation" list.
- 5) **Payment Requirements:** No advance payments will be made to the awarded Entity, who must have the capacity to meet all expenses in advance of payments by MHA. MHA will reimburse the responsible entity on a monthly basis in accordance with approved invoicing and attendance/activity reports.

**Request for Qualifications  
For Youth and Recreation Programs**

**INSURANCE AND INDEMNIFICATION**

The awarded Entity shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Entity, its agents, representatives or employees. The cost of such insurance shall be borne by the respondent Entity.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage
2. Insurance Services Office Commercial Automobile Liability coverage
3. Worker's Compensation insurance as required by Pennsylvania State law and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the Broker's insurance profession.

**Minimum Limits of Insurance**

Entity shall maintain limits no less than:

- 1) General or Professional Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of \$1,000,000.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$500,000 per accident for bodily injury or disease.
- 4) Errors and Omissions Liability: \$1,000,000 per occurrence.

**INSURANCE AND INDEMNIFICATION**

- 1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after 30 days prior written notice by certified mail, return receipt requested, had been given to MHA.
- 2) Maintenance of proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

**Verification of Coverage**

Entity shall furnish MHA with original certificates and amendatory endorsements effecting coverage required by this clause. Entity hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this RFQ to execute an indemnity clause identical to the preceding clause, specifically naming MHA as indemnity, and failure to do so shall constitute a material breach of this RFQ by Entity.

## Request for Qualifications for Youth and Recreation Programs

### EXHIBIT A - DETAILED SCOPE OF WORK

1. Provide afterschool academic and recreational programs for the youth at our Harrison Village facility during the school year. Monday – Friday 2:00pm – 7:00pm:
  - a. Provide a minimum of two (2) academic counselors at the Harrison Village Recreation Center for five (5) hours per day Monday – Friday 2:00pm – 7:00pm to assist youth with their homework and other academic issues. All personnel must obtain Pennsylvania Act 33/34 security clearances in advance of assignment to MHA sites.
  - b. Implement and supervise recreational programs that involve arts & crafts supplies.
  - c. Utilize athletic activities such as basketball, kickball, dodge ball etc. to encourage continued participation and involvement.
  
2. Provide recreational activities at our Harrison Village facility during the summer and school breaks Monday through Friday, 10:00am – 3:00pm:
  - a. Implement and supervise recreational programs that involve arts & crafts supplies.
  - b. Utilize athletic activities such as basketball, kickball, dodge ball etc. to encourage continued participation and involvement.
  - c. Utilize Field trips to museums, historical sites, or other recreational points of interest to encourage continued program participation.
  
3. The above schedules in regards to times, days of the week and location are flexible. MHA is looking for an organization(s) that considers the population of each site and the economic resources available to deliver quality programs. Organizations may form joint ventures to respond to this RFQ in order to provide the requested services.
  
4. MHA is seeking a partner organization(s) that can leverage existing or future federal, state, or other grants to deliver requested services.
  
5. MHA will provide all recreational facilities on-site at no cost to the organization(s) with regards to rent, utilities, and repairs for normal wear and tear. Organization(s) providing the requested services will be responsible for cleaning assigned facilities and excessive damage repairs beyond normal wear and tear.



**Request for Qualifications  
For Youth and Recreation Programs**

**EXHIBIT B  
FEE SCHEDULE/REFERENCE LIST**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Contact: \_\_\_\_\_

Companies should keep in mind that MHA reserves the right to negotiate the proposed rates. Firms should include a three-year projection of rates, with the understanding that the rates after the third year will be negotiated.

**Harrison Village After School Monthly Rate:**

2023	2024	2025
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**\*\*\*\*The awarded firm will have the option to renew the contract up to and including two optional one year extensions, for a maximum of 5 years total granted at the discretion of the MHA. \*\*\*\***

**References:**

Name: \_\_\_\_\_ Entity: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Entity: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Entity: \_\_\_\_\_ Phone: \_\_\_\_\_

Is your Entity a woman and/or minority owned business? Y N (Circle one) this *is for informational purposes only*.

**Request for Qualifications  
For Youth and Recreation Programs**

**EXHIBIT C  
HUD Form #5369-C**

PAGE 2 OF THE FORM **MUST** BE SIGNED & RETURNED

See attached form for detailed information.

# 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)

- 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.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**Request for Qualifications  
For Youth and Recreation Programs**

**EXHIBIT D  
SECTION 3 INFORMATION AND CERTIFICATION**

**BIDDING INSTRUCTIONS FOR SECTION 3 REQUIREMENTS**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- 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. 1701u (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 applications 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 CFR 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 obligations 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Request for Qualifications  
For Youth and Recreation Programs**

**EXHIBIT D  
SECTION 3 INFORMATION AND CERTIFICATION  
FORM MUST BE SIGNED & RETURNED**

SECTION 3 CERTIFICATION

PROJECT: \_\_\_\_\_

1. Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Year Business Founded: \_\_\_\_\_

3. Current Number of employees: Full-Time \_\_\_\_\_ Part-Time \_\_\_\_\_

4. Trade or type of business:

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

5. Per "Section 3 Business Ranking Categories" criteria (attached with these Bid documents); do you think your entity is qualified as a Section 3 Business? (Check one) Yes [  ] No [  ]  
If Yes, please answer the following questions and sign the Certification, if NO, proceed to #8.

NOTE: YOU MUST submit this document with the bids on the day of bid opening regardless whether you are a qualified Section 3 Business or not.

6. Check box of Section 3 category for which your entity is qualified.

[  ] Category 1 Business

[  ] Category 2 Business

[  ] Category 3 Business

[  ] Category 4 Business

7. Please explain why your Broker is qualified for the Business Category as you indicated above. \_\_\_\_\_

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

8. Please sign the following statement:

As authorized representative of (Name of Entity) \_\_\_\_\_,

**I certify that (I am) (am not) a qualified Section 3 Business. (circle appropriate response)**

I further certify that, if I am awarded the bid, I will carry out Section 3 hiring, training and subcontracting requirements to the best of my ability and the greatest extent feasible.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Request for Qualifications  
For Youth and Recreation Programs**

**EXHIBIT E  
HUD Form #5369-B**

See attached form for detailed information.

# 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:]