

# **HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**



## **REQUEST FOR QUALIFICATION**

### **RFQ # 2026-3 STRATEGIC PROGRAM, AND ADVISORY SERVICES**

**MARCH 25, 2026**

#### **CONTACT PERSON:**

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Housing Authority of the City of Annapolis  
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**EXHIBIT/ ATTACHMENTS:**

1. Timetable
2. Statement of Qualifications
3. HUD-5370-C General Conditions for Non-Construction Contracts
4. HUD-5369 Instructions to Bidders for Contracts
5. HUD-5369-A Representations, Certifications, and Other Statements of Bidders
6. HUD-5369-B Instructions to Offerors Non-Construction
7. Guidelines: Employee or Independent Contractor or Sole Proprietor or Subcontractor Criteria.
8. Debarment Certification
9. Non-collusive Affidavit
10. Section 3 Business Certification
11. W-9

**Housing Authority of the City of Annapolis  
Request For Qualification  
RFQ #2026-3 STRATEGIC PROGRAM, AND ADVISORY  
SERVICES**

**Submit Proposal to the Attention of:** Housing Authority of the City of Annapolis  
Attn: Koko Adesanya  
1217 Madison Street  
Annapolis, Maryland 21403

**RFQ Issue Date:** March 25, 2026

**Written Questions Submitted by E-mail:** April 8, 2026 by 4:00 p.m. EST  
[kadesanya@hacamd.org](mailto:kadesanya@hacamd.org)

**Answers to Submitted Questions:** Post on April 15, 2026 by 4:30 p.m. EST  
online at [www.hacamd.org](http://www.hacamd.org) (under Doing  
Business with HACA, under Current  
Procurements)

**RFQ Due (Closing) Date and Time:** April 29, 2026 by 2:00 p.m. EST

**Interviews/Presentations:** TBD (optional)

**RFQ Solicitation Number:** RFQ # 2026-3 STRATEGIC, PROGRAM, AND  
ADVISORY SERVICES

## **SUBMISSION REQUIREMENT**

Qualified firms and solo practitioners responding to this Request for Qualification must submit one (1) hard copy original of their complete response, Three (3) copies of the response narrative without attachments in a sealed package, clearly labeled with the RFQ Title and Solicitation number by the deadline to the above noted address. Respondent must also submit one complete electronic copy by the deadline to [kadesanya@hacamd.org](mailto:kadesanya@hacamd.org).

Any party interested in being considered for award must submit a proposal in response to this RFQ in accordance with the instructions and terms herein. By submitting a proposal, the respondent agrees to be bound by the terms and conditions of this RFQ.

Proposals received later than the date and time specified will be rejected or deemed non-conforming. HACA assumes no responsibility for liability for late delivery of receipt of responses.

## **NOTICE**

A prospective Respondent that has received this document from the Housing Authority of the City of Annapolis (HACA) website, or that has received this document from a source other than the Procurement Administrator, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Administrator and provide the prospective Respondent's name and email address so that any addenda or other communication to this RFP can be sent to the prospective Respondent.

## **CONTRACT SERVICES**

**TERM OF CONTRACT** -. The initial contract term will be one (1) year from the contract execution date with an option to renew for two (2) additional one-year terms as exercised by HACA, in its discretion, for each option year.

## **1. SECTION 1: GENERAL TERMS AND CONDITIONS**

### **1.1. INTRODUCTION**

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by agreement of the Housing Authority of the City of Annapolis (HACA) and the Contractor.

It is understood by HACA and the Contractor that, where appearing in the referenced clauses, the terms "Government", "Contracting", "Officer", and named contracting agency shall mean "HACA", except where the terms "Contractor" and "Subcontractor" are used in a clause where in the normal relationship between parties denoted by these terms is stated or implied. "Bidder" is the company submitting a proposal in response to this Request for Proposals. The "Contractor" also means the successful "Respondent/Bidder" who signs a contract based on its response to this Request for Proposals. Notwithstanding the above, all audit rights of the Contractor's books and records shall be reserved to the Government.

### **1.2. DESCRIPTION OF HOUSING AUTHORITY**

The Housing Authority of the City of Annapolis (HACA) was founded in 1937 to provide affordable housing in the City of Annapolis for families who lacked the means to purchase or rent housing at market prices. HACA's mission is to achieve excellence by providing housing, and self-sufficiency opportunities, and by promoting customer satisfaction to enhance the quality of life for low, very-low, and moderate-income residents. The administrative office is located at 1217 Madison Street, Annapolis, MD 21403. HACA is a body corporate and politic organized under the laws of the State of Maryland. It is federally subsidized by the U.S.

Department of Housing and Urban Development (HUD) to provide decent, safe, sanitary, and affordable housing to low and moderate-income families. It is regulated by the Housing Act of 1937 as amended, regulations promulgated pursuant thereto, as well as laws of State of Maryland.

**The governing body of HACA, seven-person Board of Commissioners, provides overall oversight and control of the agency. Responsibility for the day-to-day operations is vested in the Executive Director. HACA is responsible for the administration/management of the following programs: Housing Choice Voucher Program, Public Housing. Additionally, HACA administers the following grants: Capitals Fund Program and Family Self Sufficiency Program. The primary source of funding for the operation of various programs of HACA comes from the U.S. Department of Housing and Urban Development through Annual Contribution Contract. Additional funding comes because of grants, both local and federal and in collection of rents and related charges.**

### **1.3. REQUESTS FOR INFORMATION**

HACA is soliciting Statement of Qualifications from experienced Firms.

HACA reserves the right to reject any and all proposals for any reason at its sole discretion or to waive any informality in the proposing. No proposal will be withdrawn for a period of sixty (60) days after the opening of proposals without the consent of HACA.

Any prospective Respondent desiring an explanation or interpretation of this RFQ must request in writing through email such request for information no later than 4:00 p.m. April 8, 2026. Requests should be directed at the Procurement Administrator. Any information given to a prospective Respondent concerning the solicitation will be furnished promptly to all prospective Respondents, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective Respondents. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

Shortlisted firms may be called for an interview before the contract is awarded. Interviews may be on-site at HACA's Administrative Office or off-site through virtual technology.

Addenda to solicitations may occur. It is the prospective Respondent's responsibility to contact the Procurement Administrator to request any Addenda. Bidders shall register for solicitations with HACA by contacting the Procurement Administrator or by calling 410-267-8000 or send a request to [kadesanya@hacamd.org](mailto:kadesanya@hacamd.org). A Bid may be rejected if any addendum is not signed and submitted with the Bid.

### **1.4. AWARD INFORMATION**

HACA will negotiate and award a single or multiple Service Contract to the most competent responsive proposer(s) submitting a form of proposal in accordance with the proposal form evaluation criteria.

## **1.5. RIGHT TO PROTEST**

Any actual or prospective Respondent(s) who is aggrieved in connection with soliciting or award of this contract, may address a protest in writing to the Procurement Administrator within seven (7) working days after the aggrieved person knows, or should have known, of the facts given rise to the protest.

## **1.6. AUTHORITY TO RESOLVE PROTESTS**

The Procurement Administrator shall have the authority, prior to the commencement of any legal action concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. The Procurement Administrator may consult with counsel for advice regarding the drafting of the response. If the protest is not resolved by mutual agreement, the Procurement Administrator shall promptly issue a decision in writing. The decision shall state the reasons for the action taken; and inform the protestant of its right to administrative review provided in this procedure.

## **1.7. STAY OF PROCUREMENT DURING PROTESTS**

In the event of a timely protest under this Section, HACA shall not proceed further with the award of the contract until the Procurement Administrator has made a written determination that the award of the contract, without delay, is necessary, to protect the substantial interests of HACA.

## **1.8. FINALITY OF DECISION**

The decision of the Procurement Administrator is final and conclusive, unless fraudulent, or any person adversely affected, commences an action in court.

## **1.9. AUTHORITY TO DEBAR OR SUSPEND FROM HACA PURCHASING**

After reasonable notice to the person, corporation, or partnership involved, and reasonable opportunity for that person to be heard, the Procurement Administrator, after consultation with the Board of Commissioners and Executive Director, shall have the authority to debar a person for cause from consideration for award of the contracts. The debarment shall not be for a period of more than three (3) years. The Board of Commissioners and the Executive Director shall have the authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months. The authority to debar shall be exercised in accordance with this procedure. The debarment process will include applicable due process procedures.

## **1.10. PROPOSED SUBCONTRACTING**

Respondents are required to include in their response a list of any proposed subcontractors, and a list of tasks or items, if any, which the Respondent intends to subcontract. All subcontractors will be paid at the same hourly rate listed with the contract, (meaning, the successful Respondent may not add-on an additional amount to the contracted hourly fee for

retaining and overseeing a subcontractor). As HACA will contract with the successful Respondent(s) only, all ensuring payments for any contracted matter will be by HACA to the successful Respondent(s) only.

#### **1.11. FAILURE TO SUBMIT PROPOSAL**

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Procurement Administrator by letter or postcard whether they want to receive future solicitations for similar requests. It is also requested that such recipients advise the Procurement Administrator of the reason(s) for not submitting a proposal in response to the RFQ. If a recipient does not submit an offer and does not notify the Procurement Administrator that notice of future solicitations is desired, the recipient's name may be removed from the applicable mailing list.

#### **1.12. SALES TAX & VENDOR'S LICENSE**

The Authority is a political subdivision of the State of Maryland and therefore is exempt from State, Local and Federal taxes. If applicable, a vendor's license issued by the State of Maryland shall be submitted with the proposal.

#### **1.13. CONTRACTOR RESPONSIBILITY**

Notwithstanding the right of the Federal Government and HACA to review the Contractor's efforts and progress and particularly with reference to the specifications, and deliverable items, which may be provided for elsewhere in this contract, it is expressly understood that the Contractor is completely responsible for the compliance of contract and items with the provisions of this contract and any reviews and approval given by HACA or the Government, do not relieve the Contractor of this responsibility without written approval of HACA's Procurement Administrator.

#### **1.14. CONFLICT OF INTEREST**

In submitting a proposal, the firm affirms that to the best of its knowledge, there exists no actual or potential conflicts between the firm's business and financial interest and any commissioner, officer, employee, or agent of HACA or HACA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

## **2. SECTION II: DESCRIPTION OF SERVICES**

### **2.1. PROJECT DESCRIPTION**

In compliance with the provisions of 24 CFR 85.36, HACA, a recipient of Federal financial assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize competitive negotiation procedures for the procurement of Strategic Program and Advisory Services.

Firms who possess the ability to successfully perform under the terms and conditions specified by HACA are invited to submit a proposal for a cost reimbursement of professional services contract for consideration of an award by HACA.

## **PURPOSE**

The purpose of this Request for Qualification is to obtain advisory and related strategic planning and program management services that align the HACA's mission outcomes with financial, compliance, and portfolio objectives, to position the agency for success as it transitions from a Public Housing Model to an Asset Management Model. Selected firm will provide scalable capacity through task orders that are compliant with applicable federal, state, and local procurement requirements

## **BACKGROUND**

HACA administers public housing, HCV/PBV, RAD/Section 18 repositioning, and related initiatives for over 1100 families. HACA has performed and is continuing to perform Rental Assistance Demonstration (RAD) conversions to its Public Housing portfolio. As the agency transitions its portfolio, it must engage in new business models that focus on asset management in furtherance of affordable housing initiatives and community development. Evolving standards require a coordinated strategy, program controls, sound financial policy, while promoting effective stakeholder communication.

### **1. SCOPE OF WORK AND TASK AREAS**

Work will be ordered through Task Orders (TOs). Each TO will specify objectives, deliverables, milestones, performance standards, pricing, and acceptance criteria. **All services are advisory-only**; the Contractor shall have **no discretionary authority to bind the Authority** unless expressly delegated in a TO. Lead and project team members assigned to work with HACA shall have five (5) or more years of experience in the following Task Areas.

Task Areas include, but are not limited to, the following.

#### **Task Area A—Strategic Planning & Policy Development**

**Objective:** Establish an enterprise planning and policy framework that links mission outcomes to Key Performance Indicators KPIs and budget, optimizes the portfolio, strengthens financial policies, protects residents, and clarifies governance and risk.

**Services may include:**

- Enterprise strategic plan linking mission outcomes to financial targets and KPIs
- Portfolio optimization and segmentation (hold/rehab/redevelop/dispose) with scoring model
- Repositioning blueprint (RAD, RAD-blend, Section 18, PBV transfer) with decision trees
- Program-income and notes-receivable policy (sources/uses/sequencing/safeguards)
- Reserve policy and deployment strategy (operating/capital/risk; board thresholds)

- Capital formation strategy (EFB feasibility, LIHTC pairing, volume-cap considerations)
- Credit rating pathway and financial policy (target metrics, covenants, glidepath)
- TOD and surplus-land strategy (joint development options/site prioritization)
- Scattered-site consolidation and small-landlord acquisition program design (advisory)
- Anti-displacement and URA-compliant relocation framework; community benefits/Section 3 targets
- Accessibility, Fair Housing, and ADA/Section 504 roadmaps (universal design targets)
- Governance and decision-rights framework (committees, RACI, approval thresholds)
- Asset disposition and reinvestment policy (use-of-proceeds guardrails)

**Typical TO Deliverables:** Strategic Plan; Repositioning Blueprint; Policy Manuals/SOPs; Implementation roadmap.

### **Task Area B—Program & Project Management**

**Objective:** Plan, coordinate, and govern a portfolio of projects with schedule, cost, risk, quality, and readiness controls.

**Services may include:**

- Design and stand up a new Asset Management capacity to better monitor and manage performance, KPIs, and risks.
- Program charter and success metrics (objectives, KPIs, decision rights)
- Governance and approvals calendar with escalation paths and steering cadence
- Master program schedule and phased roadmap across sites/projects
- Integrated cost plan, cash-flow forecast, and contingency management
- Risk/issue management (registers, mitigations, heat maps)
- Operational readiness (O&M handoff, training, warranties)

**Typical TO Deliverables:** Charter, governance calendar, master schedule, risk/change registers, reporting pack, and closeout report.

### **Task Area C—Communications, Branding & Public Affairs**

**Objective:** Provide clear, compliant, stakeholder-aligned communications for programs and projects.

**Services may include:**

- Messaging architecture and narrative with proof points; brand/voice guidance
- Visual identity standards, reusable templates, and editorial/approval workflows
- Crisis communications plan with escalation and tabletop exercises
- Spokesperson/media training, media relations program, and press assets
- Web/microsite content plans; social media strategy and moderation guidelines

- Community-engagement toolkits; meeting facilitation support
- Public notices
- Legislative briefings and testimony preparation
- Stakeholder collateral
- Event planning and management
- Investor/lender communications packs with impact metrics
- Construction-period communications (signage, wayfinding, noise/traffic notices)
- Sentiment monitoring/analytics; myth-busting and rumor-control sheets
- Internal communications cascade toolkits; partner/anchor co-branding
- Photo/video capture plan; asset library governance and records retention

**Typical TO Deliverables:** Communications plan; Templates/brand kit; Press/legislative materials; Community meeting kits.

### **Task Area D—Investor & Stakeholder Relations**

**Objective:** Support capital access, transparency, and ongoing compliance (coordinating, as appropriate, with the municipal advisor and counsel).

**Services may include:**

- Capital-markets narrative and investment thesis; investor segmentation
- Ratings-agency engagement plan, mock committees, briefing books, and presentations
- Investor factbooks and preliminary informational materials
- Market sounding and pricing analyses; term-sheet benchmarking and negotiation support
- Lender/investor RFQ package assembly and response coordination
- Diligence data room and Q&A management; covenant library; reporting calendar
- Quarterly investor report templates, KPI dashboards, variance commentary
- ESG/impact measurement frameworks; investor days and site tours
- Continuing disclosure planning and EMMA workflows; surveillance readiness
- Requisition/draw playbooks; CRM setup; cadence and contact strategy
- Philanthropic/mission capital strategy; employer/anchor partnerships
- Feedback loops to inform program adjustments and governance

**Typical TO Deliverables:** Ratings briefing book, investor factbook, disclosure checklist, and reporting templates.

### **Task Area E—Government & Regulatory Advisory**

**Objective:** Align programs and transactions with applicable federal, state, and local requirements.

**Services may include:**

- HUD interface and submissions calendar (RAD, SAC, PIH, Multifamily)
- PBV/PBRA policy and HAP strategy (rent setting, waivers, contract terms)
- NSPIRE/HQS readiness; city licensing/inspection alignment; REAC improvement plan
- Fair Housing/ADA/Section 504 roadmaps; environmental review sequencing (NEPA/SHPO)
- Intergovernmental MOUs (inspections, public safety, utilities, fees)
- FOIA/Open Records protocols; records retention schedules
- Policy monitoring and comment letters; funding-stack packaging (CDBG/HOME/HTF/IRA/DOE/FEMA)
- Compliance self-audits and corrective action plans
- Legislative/regulatory stakeholder engagement

**Typical TO Deliverables:** Compliance calendars, policy manuals/SOPs, corrective action plans (CAPs), and templates.

### **Task Area F—Executive Advisory & Leadership**

**Objective:** Strengthen governance, decision-making, and organizational performance.

**Services may include:**

- Executive coaching; leadership operating cadence (weekly exec, monthly steerco, quarterly reviews)
- Decision-rights matrices and RACIs; risk appetite and approval thresholds
- Strategic-planning facilitation (annual/mid-year)
- Succession planning; org design and compensation benchmarking (COCC/component units)
- Incentive and scorecard design aligned to KPIs
- Board onboarding and education; board meeting architecture and packet standards
- Negotiation strategy coaching, executive stakeholder mapping, and external/government relations
- Crisis leadership playbooks and tabletop exercises; executive communications coaching
- Cross-functional alignment workshops; change-leadership programs
- Time-allocation diagnostics; advisory secondments (not officer of record)
- Leadership transition management (first 100-days plans)

**Typical TO Deliverables:** Coaching plans, governance materials, board education decks, and change-leadership roadmaps.

### **Task Area G—Performance Improvement**

**Objective:** Stabilize operations, strengthen financial controls, and improve service delivery.

**Services may include:**

- Close acceleration, GL cleanup, audit remediation, and CAPs; FDS/SEFA preparation
- Revenue cycle and collections uplift; HAP accuracy/timeliness improvements
- Procure-to-pay optimization, AP aging reduction, procurement throughput, and file quality
- Change-order governance, work-order optimization, and SLAs; unit-turn time reduction
- NSPIRE/HQS corrective-action blitzes and sustainment cadence
- Utility-allowance and rent-reasonableness recalibration; insurance/risk optimization
- Inventory, tools, and fixed-asset controls; capitalization policy refresh
- Cost-control routines with KPI dashboards; data hygiene and master-data cleanup
- Yardi workflow and role-permission optimization with audit trails
- Cash forecasting and bank reconciliation discipline

**Typical TO Deliverables:** Improvement playbooks, SOPs, KPI dashboards, and backlog burn-down reports.

#### **Task Area H—Post-Close Asset & Portfolio Management (Advisory)**

**Objective:** Monitor and enhance asset/portfolio performance after financial close.

**Services may include:**

- Annual business plans/budgets (NOI/KPIs); quarterly portfolio reviews and reforecasting
- Covenant tracking, master compliance calendar, lender/investor/trustee reporting, and continuing disclosure
- Surplus cash and waterfall validation; DSCR/coverage/liquidity monitoring; reserve management
- Long-range capital planning; CapEx governance and draw-package QA
- Rehab/construction monitoring, warranty enforcement, and insurance portfolio review
- Property tax monitoring and appeals; revenue-management reviews (UAs, rent reasonableness)
- HAP/PBV/PBRA renewals and rent adjustment strategy; audit readiness (LIHTC/NSPIRE/FH/lender)
- Lease-up/stabilization tracking; operator/vendor scorecards; utility scorecards; utility benchmarking/incentives
- Valuation updates; hold/sell/refinance decision models; board reporting kits

**Typical TO Deliverables:** Compliance calendars, and decision memos.

#### **Task Area I—Data, Technology & Analytics**

**Objective:** Establish a secure, compliant, decision-ready information environment.

**Services may include:**

- Enterprise data strategy and 12–24month roadmap; governance model (owners/stewards)
- System-integration blueprint (PMS/GL/HUD/CRM); data model/dictionary; MDM
- Data-quality controls and reconciliations; ETL/ELT pipelines with monitoring
- KPI and board dashboards; self-service BI enablement; automated reporting/retention
- Predictive analytics (arrears, schedule/cost risk); document AI/OCR (AP/HAP/records/audits)
- Technology vendor selection and RFP support; implementation oversight; cutover/UAT; change management

**Task Area J—Training & Capacity Building**

**Objective:** Build lasting capacity with role-based training and certifications.

**Services may include:**

- Needs assessment, curriculum design, participant guides, job aids, SOPs
- Delivery via in-person, virtual, and self-paced formats; pre/post evaluations; certificates
- Topics: program controls; PM/owner’s rep; finance close/reporting; HUD submissions; procurement (2 CFR 200); contract admin/pay-app review; risk; critical path; cost estimating/VE; Yardi; data literacy/dashboards; communications/spokesperson; community engagement; board governance; ethics/conflicts/records; Davis-Bacon; Fair Housing/504/ADA; emergency response/BCP; change management; mentorship/train-the-trainer

**Typical TO Deliverables:** Training curricula and materials; recordings (if permitted); completion reports.

**Task Area K—Capital Formation & EFB Advisory (*Advisory Only*)**

**Objective:** Evaluate and structure capital options; **Contractor is not the underwriter or municipal advisor** and will coordinate with the Authority’s registered municipal advisor and bond/tax counsel.

**Services may include:**

- Essential Function Bond (EFB) feasibility and fit; capital stack strategies (tax-exempt/taxable, bank loans, PRI/MRI, 4% LIHTC)
- Conduit/HFC formation and governance support; rating readiness; debt sizing and sensitivities
- Security/collateral architecture; reserve/escrow design; cash-flow waterfall engineering

- Term-sheet benchmarking and negotiation support; sale method decision frameworks
- Approvals and timeline mapping (e.g., inducement/TEFRA/validations/board actions)
- Tax diligence coordination (use-of-proceeds, private-use limits, rebate/yield restriction)
- Ratings outreach/surveillance planning; trustee/paying-agent onboarding
- Continuing disclosure planning, post-issuance compliance, and proceeds investment policy
- Interest-rate risk approach (timing, caps/locks with MA); LIHTC land tests, carryover/PIS timing
- Financing-aligned acquisition diligence packs (title/survey/environmental/PCA/insurance)

**Other Related Services as Needed.** Throughout the term of the contract, other real estate and strategic advisory services may be requested that are not explicitly mentioned in this RFQ. On an as-needed basis, HACA may request services from the successful firm by issuing special project task orders. HACA shall outline the scope of work and negotiate the final scope and cost with the successful firm.

**Firms are encouraged to propose ancillary services that may naturally arise from the needs outlined in this RFQ.**

## 2.2. DECLARATION

In connection with this specification, the contractor declares that:

1. He/ She is acquainted with and understands the specification in its entirety.
2. He/ She will enter into a contract for the performance of the proposed work.
3. There has been no collusion in the preparation or submission of the proposal to perform the work described.
4. The full names and residences of all persons interested in this specification, as Principals of the firm, partnership, or corporation submitting a proposal, are as follows:

Name	Address	City/State	Zip	Telephone
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## 2.3. TERM OF CONTRACT

### Task Order Contract and Protocol

Any services to be furnished under the resultant contract shall be ordered by issuance of task

orders. Such task orders may be issued upon execution of the resultant contract and/or throughout the stated performance period of the resultant contract.

Contractor and HACA shall negotiate and agree on task orders for the performance of the Strategic, Program, and Advisory Services. Task Orders will be developed for each selected Task Area. The task order(s) shall identify (i) an overall work plan, (ii) a performance schedule, and (iii) an estimated task order amount. The task order estimate shall not be exceeded, nor shall there be a material variance to the task order scope of work or schedule without adequate justification and approval by HACA's Executive Officer.

In appropriate circumstances, HACA may request a written strategic proposal for certain task order services in advance of the assignment. Such proposals may include a description of the options and alternatives with an assessment of their worth, the significant steps likely to be involved, their timing and sequence, and the projected costs associated with each step. Once HACA and the Consultant agree upon proposals, any material variance to estimates or the scope of work services shall be approved in advance by HACA.

All Strategic, Program, and Advisory Services shall be provided only at the direction of the Executive Director or her designee. The Strategic, Program, and Advisory Services shall be provided while working closely with HACA's Executive Office. Respondents shall keep HACA's Executive Office fully and currently informed about the status of all assigned Strategic, Program, and Advisory Services matters and allow HACA's Executive Office to review drafts and other significant documents before filing or dissemination to other parties. Respondents shall provide HACA's Executive Office with copies of all important correspondence, research, memoranda, and other work products.

All task orders are subject to the terms and conditions of the resultant contract. In the event of a conflict between a task order and the resultant contract, the contract shall control.

### **Contract Period**

The initial contract term will be one (1) year from the contract execution date with an option to renew for two (2) additional one-year terms as exercised by HACA, in its discretion, for each option year.

The contractor's service shall be effective on the date of the Agreement and will continue at HACA's sole discretion for 365 consecutive calendar days or until the scope of work is completed, whichever event comes first. The Agreement will automatically expire at the end of 365 consecutive calendar days without notice to the contractor. However, HACA may terminate the Agreement for cause or for convenience at any time. The HACA and the contractor may agree to extend the term of the Agreement prior to its expiration date. The maximum term of the Agreement will be three years.

The term of this agreement may be formally modified in writing by the Contract Administrator. HACA may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this

agreement, which is required by Statute, Executive Order, Procurement Regulation, or HUD Regulations. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

Breach on the part of the Contractor to properly perform in conformity with these specifications shall cause for termination of this contract with thirty (30) days prior written notice of such intention to terminate. Either party may also terminate the contract with thirty (30) days prior written notice of such intention to cancel.

#### **2.4. BASIS OF PRICING**

The Firm's Fee Schedule showing each personnel classification required by nature of the work required for the Scope of services included within this RFQ with fully burdened hourly rate for each classification. Respondents shall ensure that the proposed rate offered is the lowest discounted (government) rate offered to similar clients. Proposers are advised that services such as printing, and reproduction, fax receipt and transmission, long distance telephone toll charges, and e-mail printout are not reimbursable on an itemized basis but instead must be included in the fee structure as covered costs.

Travel cost will be reimbursable if approved by HACA.

This section must include complete cost and price information for specified services. Submissions must include a schedule of costs/prices.

Price proposal must include identified personnel to be used in performance of the contract and their rates shall be supported by supplying the following:

1. Direct salary rates;
2. Overhead rates;
3. General and Administrative rates, if any;
4. Profit or fee

Respondent shall provide a statement that your firm warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project task dollar amounts.

### **3. SECTION III: EVALUATION FACTORS**

**3.1. EVALUATION CRITERIA**

HACA will evaluate and score each complete proposal based on the criteria outlined below. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Proposals will be evaluated with points assigned to each section as follows:

**Breakdown of Evaluation Factors    Maximum 100 Point**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Methodology	<b>30</b>
Staffing and Qualifications	<b>30</b>
Experience	<b>30</b>
Fee Proposal	<b>10</b>
<b>TOTAL POINTS TECHNICAL &amp; COST</b>	<b>100</b>

**Methodology** 30 Points

- Based on the Respondent’s understanding of the needs of HACA as identified in this RFQ, identify your proposed method of approach, proposed organization, and classification of tasks. Demonstrate evidence of the Respondent’s ability to perform the work described in this RFQ. (20 Points)
- Provide any innovative strategies or solutions proposed for addressing the Task Areas outlined above. (10 Points)

**Staffing and Qualifications** 30 Points

- Include an organizational chart identifying the names, job titles, specification of task responsibility, and experience clarifying their expertise as it relates to providing the Strategic, Program, and Advisory Services, assignments, staff résumés, and anticipated project participation levels. Provide detailed information on staff qualifications, certifications, and/or licenses, and pay particular attention to the personnel requirements identified in this RFP. Identify the number of full-time, part-time and subcontractor staff that will be made available to fulfill the requirements of this RFQ. Describe the Respondent’s overall staffing approach.

**Experience** 30 Points

- Provide detailed direct experience in providing similar Strategic, Program, and Advisory Services identified in this RFQ.

**Quote Form** 10 Points

- Include the overall Respondent's Quote Form with a breakdown of cost per core personnel and subcontractor personnel (if applicable) as delineated in Exhibit \_\_\_\_.

Maximum Total Possible Points.....100 Points

#### 4. SECTION IV: PROPOSAL INSTRUCTIONS

##### 4.1. GENERAL INFORMATION

Efforts have been made to outline the requirements and provide information in a format that is clear and concise. Nevertheless, it is anticipated that questions may arise, or additional information may be needed. All contact relative to this solicitation should be made in writing and directed to HACA's Procurement Administrator, Koko Adesanya, [kadesanya@hacamd.org](mailto:kadesanya@hacamd.org)

1. Prepare proposals, quotations and presentations in a practical, legible, clear, concise, coherent and straightforward manner without expensive eye-catching devices and elaborate formats or exhibits.
2. Each element and item of information requested must be answered completely, or any omissions completely explained and justified.
3. It shall be understood that HACA shall not accept charges for the requested information and reserves the right to reject any and all proposals.
4. The contract shall be based on this request for proposals and the Contractor's proposal. Any exceptions to the requirements must be clearly defined and justified.
5. The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.
6. Proposals may be withdrawn by the bidder via written or telegraphic request received by HACA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of HACA for sixty (60) days) after the proposal due date.

**HACA reserves the right to accept or reject any and all proposals received as a result of this RFQ, to take exception to these RFQ specifications, or to waive any informalities, or the failure of any bidder or of HACA to comply therewith, to negotiate all terms and conditions with any qualified source, or to cancel or amend in part, or entirety, this RFQ. All or part of a proposal will be incorporated into the final contract. Bidder may be excluded from further consideration for failure to fully comply with the specifications of this RFQ. HACA may determine to reject all proposals.**

7. HACA will reject the proposal of any bidder(s) who is debarred by the U.S. Department of Housing and Urban Development (HUD), and/or the State of Maryland from providing services to public housing authorities, and reserves the right to reject the proposal of any bidder who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors, material men, or employees.
8. Failure of the successful vendor(s) to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the HACA Board and HUD.
9. Potential Respondents who receives this RFQ and who does not wish to make a proposal are requested to reply with a letter stating such, on or before the date and time set forth for the receipt of proposals.
10. HACA reserves the right to make a contract award based solely upon the proposals, or to negotiate with one or more Respondents. The Respondent(s) selected for the award will be chosen based on greatest benefit to HACA, and not necessarily on the basis of lowest price.

**4.2. WORKERS' COMPENSATION AND LIABILITY INSURANCE**

Prior to contract award and for the duration of the contract, the successful offeror(s) shall provide proof of insurance (as outlined) and HACA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage:	\$1,000,000 per occurrence
General Liability Coverage:	\$1,000,000 per occurrence
Comprehensive Automobile Liability Coverage:	\$1,000,000 per occurrence
Worker's Compensation	\$1,000.00 per occurrence

**4.3. INVOICING AND PAYMENT**

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice must be submitted within thirty (30) days after services are provided. HACA will pay invoices net thirty (30) days, after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided in increments of fifteen (15) minutes. Each invoice or voucher must also show the Contract Number. The Contractor shall email the invoice to [APinvoices@hacamd.org](mailto:APinvoices@hacamd.org)

#### **4.4. APPLICABILITY OF MARYLAND PUBLIC RECORDS LAW**

Contractor is advised that all bids/proposals submitted to HACA are subject to Maryland public records laws and may be subject to disclosure to the public. Information in bids/proposals and other submissions that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor. Also, the bidder shall submit one copy of its bid/proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents of a bid/proposal or other submission to disclosure under public records laws.

#### **4.5. CERTIFICATIONS AND FORMS REQUIRED BY HUD**

In order to be considered a responsive Bidder, every Bidder must complete all certifications and forms required by HUD and include them in the proposal. These forms are attached to this proposal.

#### **4.6. MATERIALS TO INCLUDE WITH PROPOSAL**

Although respondents are encouraged to provide any/all information which they wish to be considered in support of their proposal, the respondent's completed proposal must include:

1. A general description of the respondent including the nature of the business or organization, a brief summary of its history, its size and organizational structure. The description should include an identification of any subcontractors proposed to be used by the respondent and their expertise.
2. The name, title and contact information for the individual(s) authorized to negotiate and contractually bind the respondent. Proposals **MUST** be signed by an official authorized to contractually bind the respondent.
3. The name, title and contract information for the individual(s) to be assigned to work with HACA, including their experience. List all firm staffing available to accomplish work. HACA reserves the right at any time to request the contractor to remove and/or replace any assigned staff from HACA properties.
4. Examples of three project sites the respondent is currently working on or has worked on in the past five years that best demonstrate the respondent's ability to provide the requested services.
5. Approach and timeline.
6. Costs broken down by hourly rates for each classification of worker assigned, estimates of the hours required and total costs (staff, travel and materials).
7. HUD-5370-C General Conditions for Non-Construction Contracts.

8. HUD-5369 Instructions to Bidders for Contracts.
9. HUD-5369-A Representations, Certifications, and Other Statements of Bidders.
10. HUD-5369-B Instructions to Offerors Non-Construction.
11. Non- Collusive Affidavit
12. W-9
13. Debarment Certification
14. Section 3 Business Certification.

### **Exhibit I: Statement of Qualifications**

HACA shall review each proposer's qualifications to provide Strategic, Program, and Advisory Services for HACA

Interested Firms or Individuals should respond with a proposal that provides evidence of a clear understanding of the required services, demonstrates the respondent's ability to perform the services and includes responses to questions listed as follows:

1. Name of the Firm.
2. Permanent Main Office Address.
3. When organized and if a corporation, which state.
4. Provide a profile of principal (s), officers, key staff members of your firm and facilities.
5. How many years have you provided Strategic, Program, and Advisory Services under your present firm or trade name?
6. Has your firm ever been placed on the U.S. Department of Housing and Urban Development (HUD) List of Debarred, Suspended and Ineligible Participants, if so explain?
7. Have you ever failed to complete or default on a contract?
8. Please list at least two separate Strategic, Program, and Advisory Service contracts that your firm has completed over the past three years. Identify owner.
9. Evidence of Firms Ability to Perform to include availability of Personnel and Equipment.

10. Provide a one statement describing the consultant's Products/Service Goals and Objectives if selected to do this work.

11. Non- Collusion Affidavit.

## **5. DEFINITIONS**

- A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and training Administration.
- A Section 3 Business concern is defined as one (a) that is 51% or more owned by Section 3 Residents; or (b) whose permanent, full-time employee include persons, at least 30% of whom are currently Section 3 Residents, or within three (3) years of date first employment with the business concern were Section 3 Residents; or (c) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of “Section 3 business concern”
- A Disadvantaged Business enterprise is a small business concern that is certified as being (a) at least 51% owned by one (1) or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one (1) or more socially economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it. “Socially and Economically Disadvantaged individuals” means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are minorities or individual found by the Small Business Administration pursuant to Section 8(a) of the Small Business act to be disadvantaged.

## **SECTION 3 REQUIREMENTS**

Section 3 Purpose – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the authority to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low-income and very-low income persons.

Section 3 Contracting Policy procedure – All contractors/businesses seeking Section 3 preference must completed certification, as appropriate, as acknowledgement of the Section 3 contracting, and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

Resident Hiring Requirements – The Authority has adopted the following threshold for resident hiring that is to be used on all construction contracts, services contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of Section 3 persons with qualifications or a willingness to begin unskilled labor will be able to participate in the authority’s contracted labor efforts. A prime contractor may satisfy the Authority’s resident hiring requirements through its own work force, its subcontractors, or any combination thereof.

A Section 3 Business concern is defined as a business meeting at least one of the following criteria, documented within the last six-month period, (a) It is at least 51% owned and controlled by low- or very low-income persons; (b) Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or (c) It is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

It is expected that an appropriate number of Section 3 persons with qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. If that does not occur, a prime contractor, on its own through its subcontractor(s), may satisfy the Section 3 requirements forth above by doing the following:

- Direct hiring of public housing residents and /or low and very low-income neighborhood residents, or
- Incurring the cost of providing skilled training for public housing resident in an amount commensurate with 5% of the total contract amount.

A Section 3 worker is a worker who currently fits or when hired within the past five (5) years fit at least one of the following categories: (1) met HUD’s income limits in the previous calendar year, (2) is employed by a Section 3 business concern, or (3) is a YouthBuild participant. HUD states that the five (5) year lookback period is intended to reward retention of Section 3 workers.

YouthBuild is any community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. Youth learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

## **6. SECTION VI: PROPOSAL FORMAT**

### **6.1. RFQ TABBED PROPOSAL SUBMITTAL.**

So that HACA can properly evaluate the response received, all proposal submitted in response to this RFQ must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement HACA has published herein or has issued or may issue by addendum.

**Table 1. Submittal Sequence**

<b>Tab No.</b>	<b>DESCRIPTION</b>
<b>1</b>	<b>Letter of Intent.</b> Cover letter signed by a person authorized to commit the firm.
<b>2</b>	<b>Proposal.</b> Provide a summary of your proposal followed by more detail description of your services and how you or your firm will meet the requirements of the RFQ.
<b>3</b>	<b>Profile of Firm/ Statement of qualification.</b> This can be in the form of printed materials and/or a typed summary. Please highlight the relevant experience of the firm and the credentials of Corporate Principles and Project Manager.
<b>4</b>	<b>Provide three (3) Corporate References.</b>
<b>7</b>	<b>HUD-5370-C General Conditions for Non-Construction Contracts.</b>
<b>8</b>	<b>HUD-5369 Instructions to Bidders for Contracts.</b>
<b>9</b>	<b>HUD-5369-A Representations, Certifications, and Other Statements of Bidders.</b>
<b>10</b>	<b>HUD-5369-B Instructions to Offerors Non-Construction.</b>
<b>12</b>	<b>Debarment Certification</b>
<b>13</b>	<b>Non-collusive Affidavit.</b>
<b>15</b>	<b>Section 3 Business Certification.</b>
<b>16</b>	<b>Subcontractor/Joint Venture Information.</b> The Respondent shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the respondent under the proceeding tabs must also be included for any subcontractors or from any joint venture
<b>17</b>	<b>Fee Proposal</b>
<b>18</b>	<b>W-9</b>

## TIMETABLE

<b>EVENT</b>	<b>DATE</b>
<b>Issue Request for Qualification</b>	<b>March 25, 2026</b>
<b>Deadline for Question submission</b>	<b>April 8, 2026</b>
<b>Answers to Questions will be posted on HACA website</b>	<b>April 15, 2026</b>
<b>Deadline for Submission of Proposal</b>	<b>April 29, 2026</b>
<b>Interviews/Presentations</b>	<b>TBD (optional)</b>

**SECTION 3 BUSINESS CERTIFICATION**

I, (Print name and title) \_\_\_\_\_ hereby certify that the business entity known as \_\_\_\_\_ (please check one) satisfies \_\_\_\_\_ does not satisfy \_\_\_\_\_ one or more of the definitions of a Section 3 Business Concern:

If you are a Section 3 Business Concern, please select the basis of certification:

A Section 3 Business concern is a business meeting at least one of the following criteria, documented within the last six-month period.

\_\_\_\_\_ It is at least 51% owned and controlled Low- or very low-income persons;

\_\_\_\_\_ Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or

\_\_\_\_\_ It is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

\_\_\_\_\_  
Authorized Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name and Signature

\_\_\_\_\_  
Date

**NON-COLLUSIVE AFFIDAVIT**

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

\_\_\_\_\_, being first duly sworn, deposes and states:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm, etc.)

The party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the proposed price of affiance or any other respondent, to fix any overhead, profit or cost element of said proposed price, or that of any other Respondent, or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS or any person interested in the proposed contract; and that all statements in said proposal are true.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

My commission expires: \_\_\_\_\_, 20\_\_\_\_\_

## **DEBARMENT CERTIFICATION**

This certification is required by the Federal Acquisition Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension.

The Respondent organization certifies that neither it, nor its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a contractual transaction by any Federal department or agency;
- Have not, within the three-year period preceding this Statement of Qualification (SOQ), been convicted of, or had a civil judgment rendered against them for, the 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;
- Are not presently indicted for, or otherwise criminally or civilly charged, by a governmental entity with commission of any of the offenses enumerated in Paragraph (2); and,
- Have not, within a three-year period preceding this contract, had one or more public transactions terminated for cause or default.

The Respondent agrees by submitting this SOQ that, should a contract be entered into, it will not knowingly enter into any subcontract with an individual or business entity that is debarred, suspended, declared ineligible or voluntarily excluded from participation in the contract. The Respondent will be responsible for determining that potential subcontractors are not on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs. See 24 CFR 85.37 (b) for other subcontractor requirements.

This certification is a material representation of fact upon which reliance is placed at the time of SOQ submission. If it is later determined that prospective that the Respondent or its subcontractor(s) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Federal Government might pursue addition remedies, including suspension and/or debarment.

I hereby certify to the above.

---

(Respondent / Contractor)

---

(Date)

By \_\_\_\_\_  
(Type or Print Name)

---

(Signature)

---

(Title)

# Guidelines: Employee or Independent Contractor or Sole Proprietor or Subcontractor

**Employee**  
**Subcontractor**  
**Independent Contractor**  
**Sole Proprietor**

Criteria	Employee	Subcontractor	Independent Contractor	Sole Proprietor	Supporting Documentation
Under the <b>direction</b> and <b>control</b> of the insured	Yes	No	No	No	* are they supervised by someone from the insured * are they told where to go, when to be there, what to do * are they given deadlines * are they free to complete the work according to their own methods, on their own timetable * are they free from any control other than the final product
Power of Dismissal	Yes	No	No	No	Can terminate employment; job application; personnel file
Work being performed is a part of the regular business of the insured	Yes	Not Normally	No	No	Anything showing business description - D&B; Hoover's; Accurint; SDAT; webpage
Paid by the Hour / Week / Salary	Yes	No	No	No	MD Quarterlies; Federal 941s
Paid by the Job	No	Yes	Yes	Yes	Copy of contract ; invoices
Are multiple individuals hired directly by the insured to perform the same trade/task/work at the same job location?	Yes	No	No	No	Ex. drywall, siding, roofing , landscaping, etc. (crew activities)
Maintains their own business	No	Yes	Yes	Yes	Indicia of business; business card; business phone; billing mechanism, company website
Works for others - makes services available to the general public	No	Yes	Yes	Yes	Yellow pages listing; business cards; Schedule C, company website
Has a business license	No	Yes	Yes	Yes	Copy of license
Insured/Employer sets work hours	Yes	No	No	No	Time cards
Worker devotes substantially full time to the company	Yes	No	No	No	1) time cards 2) 1099's from other customers/clients
Has taxes, etc withheld	Yes	No	No	No	Federal tax return
Receives W2 or 1099	W2	1099	1099	1099	W2s; W3; 1096; 1099s
Has an investment in their company - opportunity for profit or loss	No	Yes	Yes	Yes	SDAT information
Submits invoices for payment	No	Yes	Yes	Yes	Invoices - review content of invoices
Works under contract	No	Yes	Yes	Yes	Copy of contract
Provides tools, materials and/or equipment	No	Yes	Yes	Yes	Invoices, contracts and proposals
Is provided training	Yes	No	No	No	Safety training, internal training program
Can have others perform the work; brings their own employees	No	Yes	Yes	Yes	
Maintains their own workers' compensation insurance	No	Yes	Yes	Yes	Certificate of insurance
Maintains General Liability insurance	No	Yes	Yes	Yes	Certificate of insurance
Files a signed Sole Proprietor's Exclusion form	No	No	May	Yes	Sole Proprietor Form
Is the worker required to complete a job or project before they can quit or get paid?	No	Yes	Yes	Yes	Copy contract agreement, AIA Agreement, release of liens

**This information is to serve as a guideline only.** These are the factors that IWIF utilizes to determine whether to include amounts paid to an individual or company in the premium basis for an insured. The list is not meant to be all inclusive and some factors carry more weight than others. We suggest that you contact your underwriter, agent or auditor in the event that you have a question. Please refer to Title 9-202 (Covered Employee) of the Workers' Compensation Law of Maryland.

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders 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 bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(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.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

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

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

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

#### **19. Contractor's Status**

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

#### **20. Other Contractors**

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

#### **21. Liens**

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

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

