

Request for Proposal (RFP)
RFP #2023-01

The Georgetown Housing Authority (GHA) is requesting proposals from a qualified Respondent to manage and operate its Housing Choice Voucher Program (HCVP).

GHA will award a firm fixed-priced contract. Proposal will be evaluated as described in full RFP package. Proposals must be submitted in accordance with these instructions. Failure to furnish a complete proposal on, or before the time and date due, shall result in the proposal's elimination from consideration.

Copies of the complete RFP package may be obtained from the office of Bren Jones, Deputy Director, Georgetown, KY 40324 or at bjones@gtownha.org . RFP submissions are due by 12:00 p.m. noon, EST, August 11, 2023. (Proposals received after this time shall be rejected without opening.)

RFP for Management and Operation of GHA HCV program

Georgetown Housing Authority (GHA) Executive Summary, and Advertised Notice

RFP Number: 2023-01

Request for Proposal (RFP)

1. GHA is requesting proposals from a qualified Respondent to manage and operate its Housing Choice Voucher Program (HCVP), as outlined below.

2. GHA will award a firm fixed-price contract. Proposals will be evaluated as described below. Proposals must be submitted in accordance with these instructions. Failure to furnish a complete proposal on, or before the time and date due shall result in the proposal's elimination from consideration.

3. GHA reserves the right to reject any or all proposals. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of proposals, without the consent of the GHA.

4. Please be advised that a Contract may be awarded, without negotiation, if, in GHA's sole discretion, the quality of the initial proposals received is such that no purpose would be served by conducting negotiations.

5. Copies of the complete RFP package may be obtained from the office of Bren Jones, Deputy Director, Georgetown Housing Authority, 139 Scroggin Park Drive, Georgetown, KY 40324. RFP submissions are due by 12:00 p.m., EST, August 11, 2023.

Thank you for your interest in this project. We look forward to receiving your proposal.

Bren Jones
Deputy Director
Georgetown Housing Authority
139 Scroggin Park Drive
Georgetown, KY 40324

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SECTION C - OVERVIEW

Request for Proposal

RFP Number: 2023-01

To: Prospective Respondents

Subject: Request for Proposals (RFP) for the management and operation of the Georgetown Housing Authority HCV Program (HCVP)

RFP Issue Date: July 01, 2023

Due Date: August 11, 2023, no later than 12:00 p.m. (EST)
(Proposals received after this time shall be rejected, without opening.)

Proposals must be received by:

Bren Jones,
Deputy Director
Georgetown Housing Authority
139 Scroggin Park Drive
Georgetown, KY 40324

Award Date: It is expected that a qualified firm may be selected within **sixty (60) days** of receipt of the proposals. However, selection may be made before, or after this date.

Proposals will be held in confidence and not released in any manner until after contract award.

By submission of a proposal, Respondent agrees, if its proposal is accepted, to enter a contract with the GHA in a form approved by both parties and to complete all work as specified in the contract documents and in this RFP. Respondent further accepts all terms and conditions set out in this RFP.

A pre-proposal conference **will not** be held. All questions pertaining to this RFP shall be submitted in writing no later than July 21, 2023, at 12:00 p.m., (EST). Submit questions by U.S. mail, fax (502) 863-3771, or email to Bren Jones, Deputy Director, at bjones@gtownha.org. A response to all questions will be posted on the GHA website, <http://www.gtownha.org>, after the question submission deadline. Please check the website for updates prior to submitting a proposal.

Please note, all Respondents shall submit one (1) original and three (3) copies of its proposal. That portion of Respondent's proposal addressing the proposed contract price shall be specifically labeled and placed in a single, separate envelope accompanying the original proposal.

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ANTICIPATED TIMELINE OF EVENTS¹

Event	Date	Time (ET)
Timeline		
Request for Proposals (RFP) issued	7/01/23	8:00 AM, EST
Deadline for submitting written questions	7/21/23	2:00 PM, EST
Response to all questions (posted to website), addendum issue, etc.	7/28/23	2:00 PM, EST
Proposal due date (late proposals will not be evaluated)	8/11/23	12:00 PM, EST
Evaluation period (committee meetings, clarifications, discussions, and negotiations)	8/14/23 thru 8/25/23	
Recommendations for award (selected contractor only)	9/01/23	12:00 PM, EST
GHA Board selection review and approval	9/28/23	1:30 PM, EST
Contract Signing (start date)	10/04/23	2:00 PM, EST
Award Notice mailed to competing firms	10/04/23	8:00 AM, EST
Post-Award Conference	10/11/23	1:00 PM, EST
Submission of Contractor's Work Plan	12/11/23	2:00 PM, EST
Transition period	90-Days	

¹ GHA will make reasonable effort to adhere to the above timeline, but does not guarantee that timeline. Adjustments will be communicated through the GHA website. Please check the website prior to submitting your proposal for amendments, or updates that reference this RFP.

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SECTION D

General information
RFP Number: 2023-01

1. Introduction: GHA is currently authorized for 413 Housing Choice Vouchers, broken down as follows:

Veterans Assistance Supportive Housing	10 units
Housing Choice Voucher Program	369 units
Project-based Vouchers	34 units
Currently under lease	352 units
Family Self-Sufficiency Program (FSS)	25 slots
Total Annual Budget Authority for CY 2023	\$2,626,902

2. Term of Contract: The Contract shall be in effect from the start date for a period of two (2) years, with up to three (3) one-year extensions, the election of which is solely within the discretion of GHA. No later than ninety (90) days prior to the expiration of the initial two-year term, or of a one-year extension, GHA may elect to extend the terms of this contract up to an additional (1) year period by giving written notice to the contractor of its intent to extend the contract under the same terms.

3. Scope of Services: The Contractor shall administer the above GHA HCVP in accordance with (1) the specific requirements of this contract, and (2) current and future applicable Federal statutes, program regulations, HUD directives, and guidance otherwise applicable to HCV programs. The Contractor shall be obligated to administer the GHA HCVP in a manner resulting in SEMAP High Performer status, and exemplary performance as measured by all other evaluations, or measurement criteria that may be implemented by HUD.

More specifically, Contractor shall further perform the scope of work set out in Attachment A, plus such additional services reasonably necessary to achieve intended results, and maintain compliance with GHA's Administrative Plan found at:

<http://gtownha.org/GHAPolicies/HousingChoiceVoucherAdministrativePlan.aspx>

4. Basis for Award: In evaluating Proposals, GHA will review the following:

- i. Financial Capacity and proven fiscal ability.
Experience in providing similar services to other Public Housing, or similar entities.
- ii. Price, including proposed budget and GHA's cost.
- iii. Experience, the ability to perform the work as evidenced by the quality of firm references and the technical and professional credentials and experience of the project team members.
- iv. Key Program Staff, with requisite experience in HCV and related programs.
- v. Approach and Methodology for delivering the scope of services required. Also, transition plan, by which Contractor would assume from GHA's current staff, without disruption, all of GHA HCVP operations and other required services.
- vi. Equal opportunity.
- vii. Locality, Respondent's understanding of and ability to reach the locality.

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viii. See Attachment B for GHA's scoring and evaluation process.

SECTION E

Proposal Content and Submission Requirements

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1. Letter of Intent: Respondent shall provide a letter of intent describing Respondent's organization, experience, and ability to perform the required services, including resumes of each person to be engaged in these services.

2. Approach: Narrative describing Respondent's approach to the performance of the required services, including timetable for becoming fully operational. Percentage of work to be performed by subcontractors and identification of each subcontractor.

3. Fee Proposal: The fee proposal shall be expressed as a percentage of GHA's program's administration fee to be shared with Contractor.

4. Required Documentation and Certifications: All proposals shall include the following items:

a. Documentation of Respondent's financial resources sufficient to perform required services.

b. Documentation of Respondent's knowledge of HCV guidelines, including SEMAP scores from other HCV programs Respondent manages.

c. Information regarding Respondent's current and impending workload.

d. Proof of Respondent's Liability Insurance.

e. Certification that Respondent, individual employees, and any subcontractors to be used are not debarred from doing business with HUD and GHA.

f. Letters of reference related to relevant experience.

g. Evidence that Respondent is licensed to do business in the Commonwealth of Kentucky.

h. One original and three (3) copies of each proposal are required.

i. Required HUD Forms. See Attachment C.

SECTION F

Miscellaneous Information

RFP Number: 2023-01__

1. The goal of HUD, GHA and Contractor is to provide an effective, efficient Housing Choice Voucher Program to the community.

2. Staff hiring and training shall be at Contractor's expense. GHA will have the right to approve or deny hiring of any contractor's employees.

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3. Contractor's personnel shall be employees of the Contractor, not of GHA. Contractor shall have the same work hours and observe the same holidays as GHA, unless changes are authorized by GHA.

4. Contractor shall utilize GHA's existing office space. The use of GHA equipment and other resources may be permissible through negotiation. Otherwise, Contractor's office supplies, furniture and equipment are the Contractor's responsibility. Any modifications and/or additions to GHA's existing office space, furniture and equipment must be approved by GHA.

5. Contractor is responsible for the accurate and timely preparation of all HAP and FSS Escrow disbursements, mid-month HAP runs, UAP payments, budgets, SEMAP preparation and submission and financial analysis and reporting. Contractor will have access to all required financial information and supporting documents. GHA uses Lindsey Software and any modifications, or changes made by Contractor must be acceptable to GHA and fall within the constraints of the current system and license.

6. The current management information system is networked and approximately 14 workstations currently exist.

7. Respondent shall submit a certificate of good standing from Respondent's home state. If selected, however, Contractor shall register its corporation with the Kentucky Office of Secretary of State.

8. If specifically named a party in litigation, Contractor is responsible for its legal representation.

9. Records regarding "Section 3" requirements must be maintained pursuant to HUD requirements. See Attachment D: GHA's Section 3 Policy.

10. GHA will maintain general oversight of Contractor's operation.

11. GHA retains the unilateral right to request replacement of Contractor's on-site Manager if, in the opinion of GHA's Executive Director, replacement would be in the best interest of GHA. Replacement must be made without undue delay.

12. Letters of reference from former or current employers, and/or clients, which include experience as it relates to this particular work, are acceptable.

13. GHA has one (5) HCVP waiting lists.

- a. Tenant Based Waiting List; waiting list is currently closed.
- b. Project Based Waiting List; waiting list is currently closed.
- c. Transfer Waiting List.
- d. Incoming Portability Waiting List.
- e. VASH Waiting List; waiting list is currently closed.

14. Contractor shall provide the following insurance minimums: Comprehensive General Liability policy with a minimum coverage of **\$1 Million**, with a **\$2 Million** aggregate. GHA must be shown as an additional insured on the policy. Contractor shall also provide a

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certificate of insurance showing workers compensation insurance provided according to KY statutory requirements.

15. Under no circumstances may the HCVP be moved outside of GHA's central office located at 139 Scroggin Park Drive, Georgetown, KY 40324.

16. The GHA may terminate this contract in whole, or from time to time in part, for the GHA's convenience, or for the failure of the Contractor to fulfill the contract obligations (default).

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Attachment A: Scope of Services

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Attachment A: Scope of Services

Potential contractors are expected to perform the following services in order to submit a proposal and to be awarded a contract. Contractor shall:

1. Contract will include management of HCV programs to include:

- Administrative support for the Housing Choice Voucher program, including recordkeeping, document generation, data tracking, follow-up, mailing and filing as assigned; ensures that assigned work is completed accurately and timely; responds to requests in a prompt and courteous manner; identifies administrative needs of the program and develops appropriate solutions and/or recommendations.
- Management of Family Self-Sufficiency (FSS) Program, including application for ROSS grant funds annually and for any additional funds for program enhancements from grants, sponsorship, or other sources apart from the GHA; also performs FSS salary comparability study annually.
- Performs HQS Inspections, scheduling, quality control and abatements.
- Performs SEMAP reporting, including monthly, quarterly and annual PIC reporting.
- Maintains waiting list(s) for Housing Choice Voucher Program(s).
- Compiles Authority statistics relating to properties and affiliated properties, including fair housing and resident demographics, including rent reasonableness.
- Establishes and maintains HUD-required statistical reports and assist with HUD monitoring and reviews.
- Conducts regular quality control of activities in HCV department to ensure compliance with all applicable HUD, SEMAP, State, local, and GHA regulations.
- Participates in staff meetings with the Executive Director and other Authority personnel; attends training workshops as required with cost to contractor.
- Conducts tenant and applicant interviews and orientation meetings with new residents and landlords to discuss all aspects of contract obligations under the HCV program.
- Conducts informational briefings with residents and periodic meetings with property owners, managers, and agents.
- Reviews data regarding proposed rent adjustments (interims); approves or denies adjustments.
- Serves as a liaison between residents and landlords to resolve problems that affect the housing programs; conducts informal hearings and informal reviews and renders decisions when resident housing is in question, as needed.
- Processes termination of residents or landlord participation in programs when contractual terms are violated.
- Schedules inspections for move-ins and annual recertifications; assists inspectors with performing initial, annual, and special inspections as needed; uses data to determine rent reasonableness; performs quality control inspections.

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- Monitors all HCV files and folders regarding tenants, HQS Inspections, and Rent Reasonableness data, records, ensuring that they are properly secured and that they comply with HUD regulations and Authority policies.
 - Certifies and prepares families for incoming and outgoing ports.
2. Identify the key HCV Program staff that will perform the various activities of the contract and their roles, to include their resumes or a summary of their experience.
 3. Effectuate a wider dispersal of participants throughout Georgetown/Scott County and a de-concentration of participants from census tracts with high voucher concentrations.
 4. Establish measures to ensure contractor's staff does not engage in discriminatory activity against any employees, applicants, or participants because of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income.
 5. Establish procedures to ensure compliance with Section 3 Economic Opportunities obligations which require to the greatest extent possible that recipients of HUD funding provide job training, employment, and contract opportunities for low- or very-low income residents.

The selected firm agrees to perform on behalf of the GHA in accordance with the ACC, the Georgetown Housing Authority Administrative Plan (available at www.gtownha.org), the standards and guidelines set by the GHA, the administrative functions specified in the ACC, as well as any other administrative functions necessary to carry out the purposes of the programs, but while still providing for the GHA's fiscal oversight and control as specified below. Specifically, the selected firm's functions are to include all those administrative functions which the GHA, as the statutory local public housing agency for Georgetown/Scott County, is required to carry out in connection with the operation of the programs by applicable statutory and other legal authority and which may by law be performed by "the selected firm" pursuant to terms of this agreement, the ACC, HUD regulations specifically made applicable to the "Program" in the ACC, and applicable statutory and other legal authority.

The selected firm agrees to the following expectations of the GHA:

GHA direct involvement in day-to-day management and operations for HCV Program, to include, but not limited to:

1. GHA to contract with firm for HCV Program staff, office equipment, HCV Program facilities, other HCV Program costs, and other services requested by GHA.
2. HCV Program staff to be managed by the selected firm, with input from GHA on high level staffing decisions. Examples of decisions requiring GHA involvement include organizational structure (see Attachment E for currently existing structure), staffing levels, compensation packages, discontinuation of management level staff, or other such decisions at GHA discretion. Examples of staffing decisions to be made by selected firm

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without direct GHA input include recruitment, hiring and training of new staff; performance reviews; personnel matters, disciplinary measures, discontinuation of front line staff, and other similar staffing matters.

3. GHA to have access to the selected firm's financial information relevant to the Housing Choice Voucher Program.
4. Entity-wide Statement of Financial Position, Profit and Loss Statement, and Cash Flow Statement must be submitted to the GHA on a quarterly basis, no later than the 15th day of the month following each quarter.
5. Housing Assistance Program Payments, UAP's and FSS escrow withdrawals and disbursements to landlords and recipients to be issued by the selected firm.
6. GHA Senior Accountant and contractor's financial staff to work collaboratively in forecasting for the HCV Program; drafting, developing, and periodically reviewing the annual HCV Program budget; and ensuring overall financial security of the GHA's HCV and related Programs.
7. GHA Housing Director and/or Deputy Director to meet monthly with contractor's management staff to review program reports, updates, and progress.
8. The software currently used for the GHA's Housing Choice Voucher and related programs is Lindsey Software. GHA has a strong preference in retaining the use of the Lindsey Software system. Lindsey Software system to be owned and maintained by the GHA on the GHA's server. GHA will be responsible for individual staff hardware needs. Hardware must meet specifications needed to run the software, Lindsey Software. The Lindsey Software database uses granular permissions to access only the modules users need.

Respectful service to the public (applicants, recipients, landlords, community members, and GHA), to include, but not limited to:

1. Contractor shall not discriminate against any employee or applicant because of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income.
2. Contractor should, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents where applicable.
3. The contractor must have an office(s) located within Georgetown/Scott County; the GHA will make office space available to the winning bidder.
4. GHA to set policies, as determined in the GHA's Administrative Plan, for HCV Program delivery, background checks, customer service, and similar matters.

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5. High quality provision of services to customers with Limited English Proficiency.
6. Work collaboratively with Georgetown/Scott County municipalities to align inspection requirements to the greatest extent feasible, periodically perform joint housing inspections, and jointly enforce housing code requirements.
7. Engage local, state, and federal policymakers to enhance and strengthen the HCV and related Programs.

Vigilance in combating abuse, fraud, and detrimental consequences in order to maintain collaborative attitudes (officials and public) regarding HCV and related Programs, to include, but not limited to:

1. Recordkeeping and reports regarding denials, terminations, hearings conducted and results, collection of debts from landlords, fraud repayments, etc.
2. Proactively work to reduce, discover, and combat fraud.
3. Meet with concerned officials and public to communicate efforts to eliminate fraud or regarding other issues related to the HCV Program.

In effect, the selected contractor will administer all areas of the Housing Choice Voucher Program within the oversight and control of the GHA. This includes but is not limited to drafting operational plans and reports, providing recommendations regarding staffing decisions, and recommending policy to the GHA. This includes the related programs of Family Self Sufficiency, HCV Homeownership, Project Based Vouchers and VASH and Mayor's Initiative. The selected contractor shall administer the eligibility and waiting list portions of the program and provide initial, annual, and interim income eligibility reviews (certifications and re-certifications) and Housing Quality Standards (HQS) inspections. The GHA believes that the HCV Program should select suitable applicants; therefore, the selected contractor must assure the GHA that its screening processes and follow-up inspection activities will be of the highest quality.

The GHA presently has a contract with The PI Company to conduct background checks on all applicants for the Housing Choice Voucher Program. It is the GHA's expectation that background checks would continue to be contracted to The PI Company or another investigative service with similar qualifications and connections to local law enforcement. The selected contractor must provide staff to coordinate the background check and fraud compliance responsibilities in conjunction with The PI Company or other investigative firm.

Within 60 days of the start of this contract, the selected contractor will have completed a review of the program and will submit a comprehensive operational plan. The selected contractor will be required to present the GHA with a plan of operation that includes staffing expectations, organizational structure, identification of key personnel, method of reporting both to GHA and HUD (VMS, 2-year forecasting tool, & VMS projections tool), and other administrative functions, and identifies any changes in existing operations, especially if necessary, the installation of a new management information system. This plan shall include timelines for implementing and/or achieving the changes and program goals contained in the

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plan. This plan shall include the Family Self Sufficiency Program, Housing Choice Voucher Homeownership Program, Project Based Voucher and VASH Programs and Mayor's Initiative. Such operational plan shall be reviewed by the GHA prior to its implementation. This plan shall become part of the scope of services.

The operational plan shall identify the reports that will be provided on a monthly, quarterly, semi-annual, and annual basis with examples of their format.

Thereafter, the GHA requires the selected contractor to provide a similar operating plan on an annual basis along with the annual operating budget.

The Contractor shall also develop, in conjunction with the GHA, a quality control plan to ensure compliance with all contract, operational plan, and HUD requirements. This quality control plan shall detail all quality control systems that will be implemented or continued, as well as any other audit or prevention of waste, fraud and abuse efforts. This quality control plan shall be submitted along with the operational plan.

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Attachment B: Basis for Award, Evaluation of Proposals

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Attachment B: Basis for Award, Evaluation of Proposals

This attachment is provided for your information only. There is no need to sign or mail it back.

Responses to this RFP will be evaluated according to the following:

1. Proposal Evaluation Process

The following steps will be observed in the evaluation of Contractor proposals:

- The GHA will establish a proposal scoring team.
- The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the proposal being eliminated from consideration.
- The proposal scoring team will review all proposals received and score the proposals in accordance with the predefined scoring methodology. The GHA may choose to interview respondents during the scoring process.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- Reference checks, presentations and/or interviews are optional and determined if required by the scoring team.
- Proposals will be ranked by composite score with the highest score determining Contractor award.

2. Proposal Scoring Methodology

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual Contractor proposals. Points will be awarded on the basis of the following factors:

Scoring Criteria		Points
1.	Financial Capacity	25
2.	Price	20
3.	Experience	20
4.	Key Program Staff	15
5.	Approach/ Methodology	10
6.	Equal Opportunity	5
7.	Locality	5
Total		100

3. Scoring Criteria

After the submission deadline, an evaluation team will review the submitted proposals. Criteria described below will be considered. A Contractor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators will use their judgment in making a determination. Further negotiations and/or interviews may occur.

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The evaluation factors to be used in proposal scoring are described below:

- a) Financial Capacity – 25 points – The contractor has the financial capacity and proven fiscal ability to perform the required activity in light of the vagaries of the federal payment and reimbursement system.
- b) Price – 20 points – Points will be awarded based on a review of the preliminary budget submitted. A Contractor who has accurately included all applicable budget line items, and all are reasonably priced, will receive maximum points while a Contractor who has excluded major line items, or whose costs cause serious concerns, will be scored minimal points.
- c) Experience – 20 points – The Contractor's experience and success in performing the activity required, that is administering a Housing Choice Voucher Program of this size, Family Self Sufficiency, HCV Homeownership Program, Project Based Vouchers and/or VASH vouchers (while credit will be given for managing other low income housing program in general, maximum credit will be given for actual HCV and related program experience).
- d) Key Program Staff – 15 points – The experience of the actual individuals who will be performing the work of the HCV and related programs. Again, actual HCV experience is expected.
- e) Approach/Methodology – 10 points – Understanding the issues involved, approaches to address the issues, strength of proposed organizational structure, quality of reporting forms and systems, emphasis on communicating with the GHA, and ability to formulate an approach to address the need for wider dispersal of program participants throughout Georgetown/Scott County.
- f) Equal Opportunity – 5 points – Commitment to a diverse work force, opportunity for participation by program participants (Section 3 of the Housing & Urban Development Act of 1968).
- g) Locality – 5 points – Understanding the nature of the HCV Program, the contractor's physical presence within Georgetown/Scott County limits is important to ensure quality customer service on an optional walk-in basis. Additionally, web presence with a consistently updated website is essential.

4. Selection Process

After the evaluation process has commenced and the successful Contractor has been selected, an award notice will be issued. It is the intention of the selection committee to enter into negotiations with the firm ranked highest for the RFP.

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However, at the discretion of the GHA, the committee reserves the right to reject all proposals.

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Attachment C: Required HUD Forms

**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 (excl. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 thereof 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

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Attachment D: GHA Section 3 Policy

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Attachment D: GHA Section 3 Policy

Georgetown Housing Authority Section 3 Policy

I. Background on the Section 3 Program

Section 3 is a policy mandated by the United States Congress. It refers to the third section of the Housing Act of 1968, as amended by section 915 of the Housing and Community Development Act of 1992. The purpose of Section 3 is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

Consistent with 24 CFR Part 135, as a recipient of HUD Public and Indian Housing funding, the Georgetown Housing Authority (GHA) requires fulfillment of Section 3 obligations on all contracts that make use of that assistance. These policies are implemented regardless of the contract amount or whether it is designated as construction. The GHA works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low income persons. In doing so, the GHA utilizes Section 3 as a means of promoting its mission of offering “supportive services that foster stability and self-sufficiency.”

II. Statement of Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the GHA to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (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 and very-low income persons.

III. General Policy Statement

It is the policy of the Georgetown Housing Authority (GHA) to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. The Georgetown Housing Authority implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the GHA and other qualified low-and very low-income persons. The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of GHA residents and other eligible persons and business by GHA contractors

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working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The GHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to GHA residents prior to acting on any proposed contract award.

IV. Definitions

A) *Low-income person*: families (including single persons) whose incomes do not exceed 80% of the median income for the area.

B) *Very low-income person*: families (including single persons) whose incomes do not exceed 50% of the median family income for the area.

C) *Section 3 business concern*: a business entity formed in accordance with State law that is either a) 51% or more owned by section 3 residents, b) employing full-time at least 30% Section 3 residents, or c) providing evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet the description of Section 3 business concern in sections *a* or *b* of this paragraph.

V. Goals of the Section 3 Program

The Section 3 program seeks to aid Section 3 residents to the greatest extent feasible in three ways, listed in order of preference:

A) *Hiring low- and very low-income workers*

Attempt to hire at least 30% of the aggregate number of full-time new hires by the GHA and its contractors must be Section 3 residents, with a preference for residents at the development where the work is being performed.

B) *Awarding contracts to Section 3 business concerns*

Attempt to award at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, must be awarded to Section 3 business concerns.

C) *Providing other economic opportunities*

If the two goals above cannot be met by the GHA or its contractor, other training and employment opportunities can be provided to substitute for goals A and B. These are described further in section VII below.

VI. Georgetown Housing Authority Responsibilities

The GHA, as the recipient of Public and Indian Housing funding, accepts the responsibility of not only enforcing the Section 3 requirements, but also pro-actively facilitating compliance with Section 3. The GHA fulfills this responsibility in the following ways:

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- A) Notifying Section 3 residents of opportunities through posting job openings in the main office lobby, monthly newsletter, GHA web-site and in local media when applicable;
- B) Notifying contractors in each pre-bid meeting of the section 3 requirements;
- C) Incorporating the Section 3 clause in all contracts;
- D) Providing applications for employment at the GHA front desk and allowing applications to be submitted at same location;
- E) Providing an employment application to interested Section 3 residents (upon admittance to Public or Section 8 housing) which is kept on file as a resource for the GHA and contractors when seeking to hire Section 3 workers;
- F) Documenting actions taken to comply with Section 3 requirements;
- G) Reporting annually on its efforts regarding Section 3 implementation (see form HUD-60002 Attachment A);
- H) Refusing to award contracts to businesses or persons in prior violation of section 3 requirements.

VII. Contractor Responsibilities

The 30% hiring goal and 10% contracts awarded goal are the only safe harbors whereby a contractor will have complied with section 3. If the two goals above cannot be met by the contractor, other training and employment opportunities can be provided to substitute for those goals, but documentation should be submitted explaining why those numerical goals could not be met. If a contractor substitutes economic opportunities for its achievement of the numerical goals, their efforts need to be equivalent to those that would be required to meet those goals. The acceptability of these efforts will be determined by the GHA, or in case of a complaint, by HUD.

Recommended activities to demonstrate these efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 (see Attachment B). Section I of this document applies to fulfilling the first goal of hiring 30% Section 3 residents, and Section II applies to fulfilling the second goal of awarding 10% of contracts to Section 3 business concerns. Examples include distributing or posting flyers advertising positions to be filled, contacting the Georgetown Housing Authority's Resident Council about open positions, holding job informational meeting for residents, etc.

VIII. Preferences and Eligibility

- A) Regarding the hiring of Section 3 residents, preference shall be given to those residents who live in the complex where the covered assistance is expended. Next, Section 3 residents from other complexes shall be sought. If no Section 3 residents are available from the complexes, the GHA and the contractors shall give preference to any Section 3 resident.

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- B) Regarding the contracting opportunities for Section 3 business concerns, preference shall be given to business concerns owned at least 51% by residents of the complex where the covered assistance is expended. Next, Section 3 business concerns that are owned at least 51% by residents of other complexes shall be sought. If no Section 3 business concern is available from the complexes, the GHA and the contractors shall give preference to any Section 3 business concern.
- C) Regarding eligibility, a Section 3 resident seeking employment must fulfill the requirements of the sought position and, if asked, must provide evidence of their Section 3 status (e.g., receipt of public assistance, tax return). A Section 3 business concern seeking to win a contract must fulfill the requirements of the contract and, if asked, provide evidence of their Section 3 status.

IX. Complaints and Compliance

Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address:

Assistant Secretary for Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Washington, D.C. 20410

The complaint must be in writing and be received within 180 days from the date of the action upon which the complaint is based. It should include the complainant's name and address, the GHA or contractor's name and address, and a description of the acts in question. The complainant will receive a response from HUD within 10 days in which further investigation will be explained.

RFP for Management and Operation of GHA HCV program

Attachment E: Current GHA Organizational Chart

Georgetown Housing Authority

Authority Organizational Chart - Proposed



