



Gary Housing Authority

REQUEST FOR PROPOSALS (RFP)

PROJECT NAME: OWNER'S REPRESENTATIVE SERVICES FOR
DEVELOPMENT & CAPITAL IMPROVEMENTS
SPECIFICATION No.: 2023-100-008
DATE ISSUED: WEDNESDAY, FEBRUARY 15, 2023
SUBMISSION DEADLINE: FRIDAY, MARCH 10, 2023 AT 10:00 A.M. (CST)

**ALL BIDS AND OTHER COMMUNICATIONS
MUST BE ADDRESSED AND RETURNED TO:**

The Gary Housing Authority
Department of Procurement Services
578 Broadway, 2nd Floor
Gary, Indiana 46404

ATTENTION: Khalim Muhammad, Procurement & Contract Coordinator

CONTACT: Khalim Muhammad, Procurement & Contract Coordinator

PHONE: 219-881-6557, **E-MAIL:** kmuhammad@garyhousing.org

Proposals must clearly indicate the name of the project, "**Owner's Representative Services for Development & Capital Improvements**", the Specification Number "**2023-100-008**" and the time and the date specified for receipt. The name and the address of the Proposer must be clearly printed on all correspondence. Proposals will be accepted at The Gary Housing Authority, until **10:00 a.m. (CST), Friday, March 10, 2023.**

Taryl L. Bonds
EXECUTIVE DIRECTOR

PROJECT INFORMATION

| | |
|--|--|
| <u>PRE-SUBMISSION MEETING</u> Date, Time, & Location: | Wednesday, February 22, 2023 at 10:00 a.m. (CST) Via Zoom Meeting (See below for invitation details) This meeting <u>IS NOT</u> mandatory |
| <u>PROJECT DEADLINES:</u> Deadline for Questions: Proposal Submission Deadline: | Wednesday, March 1, 2023 at 1:00 p.m. (CST) Friday, March 10, 2023 at 10:00 a.m. (CST) |
| <u>PROPOSAL ADDRESSEE INFORMATION:</u> | To: Khalim Muhammad Procurement & Contract Coordinator The Gary Housing Authority 578 Broadway, 2 nd Floor Gary, IN 46402 |
| | From: Contact Name, Title Bidder's Name (Firm Name) Address Specification Name and Number Date and Hour Deadline Contract Administrator |
| If more than one envelope/box shall be used to deliver the package, both envelopes/boxes <u>MUST</u> clearly indicate the required information. | |
| <u>DOCUMENTS TO BE SUBMITTED</u> | One (1) 'ORIGINAL Proposal Package (w/o FEE PROPOSAL) Five (5) 'COPY Proposal Packages (w/o FEE PROPOSAL) One (1) 'ELECTRONIC Proposal Package (w/o FEE PROPOSAL) One (1) 'ORIGINAL SEPARATELY SEALED FEE PROPOSAL |
| One (1) original proposal package, five (5) copies of the proposal package, one (1) electronic copy via flash drive, and one (1) Sealed Fee Proposal, marked Confidential <u>MUST</u> be mailed or hand delivered to the Gary Housing Authority address listed above by the <u>Friday, March 10, 2023 at 10:00 a.m (CST)</u> deadline. <u>NO EMAILED OR FAXED RESPONSES WILL BE ACCEPTED.</u> | |
| CONTRACTORS ARE STRONGLY ENCOURAGED TO ENTER FIRM PROFILE INFORMATION DIRECTLY ONTO THE GHA WEBSITE UNDER VENDOR REGISTRATION www.garyhousing.org | |

Topic: Owner's Representative Services for Development & Capital Improvements Pre- Proposal Zoom Meeting

Time: Feb 22, 2023 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81766184821?pwd=eSs5ZUF5cVNnM3JneHJVSOZ0MElqUT09>

Meeting ID: 817 6618 4821

Passcode: 127415

+16469313860,,81766184821#,,,,*127415# US

+13017158592,,81766184821#,,,,*127415# US (Washington DC)

SECTION I – INTRODUCTION & BACKGROUND

I. INTRODUCTION

The Gary Housing Authority (“GHA”) hereby requests proposals from qualified firms and/or individuals (“Consultants”) to provide Owner’s Representative Services for Development & Capital Improvements (“Services”) for the Authority.

The objective of this Request for Proposals (“RFP”) is to solicit the specified Services and enter into a Contract with a qualified firm and/or individual to provide Owner’s Representative Services for Development & Capital Improvements to the GHA.

The Proposer’s response to this Request for Proposals shall include all attachments and any additional requested documentation noted in this Request for Proposals. Said response shall constitute the Agreement (or “Contract”). By signing this Agreement, if the GHA accepts and signs the document, the Agreement shall be binding on both parties.

II. BACKGROUND

The GHA is a public agency, formed under the United States Housing Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. The GHA provides publicly assisted housing, comprised of conventional public housing and Section 8 housing. The GHA currently manages nearly 558 public housing units, under the Annual Contributions Contract (ACC) in eight developments geographically divided into six asset management projects (AMPs). Additionally, the GHA administers 2,453 Housing Choice Vouchers.

The United States Department of Housing and Urban Development (“HUD”) provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD’s Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations.

For additional information about the GHA and our programs, please visit our website at www.garyhousing.org.

III. BUILDING PROFILE

The GHA manages 558 low income housing units, comprised of the following properties:

| GHA BUILDING PROFILE | | | | | |
|----------------------|--------------------------|--|--------------|-------|--------------------------|
| No. | Name | Property Address | City & State | ZIP | Building Type |
| 11-01 | Genesis Towers | 578 Broadway (Office) | Gary, IN | 46402 | Senior Citizen High Rise |
| 11-03 | Gary Manor | 11 th Avenue & Broadway | Gary, IN | 46402 | Vacant Land |
| 11-03 | Broadway Manor | 12 th Avenue & Broadway | Gary, IN | 46402 | Family Development |
| 11-04 | Glen Park High Rise | 3280 Pierce Street (Office) | Gary, IN | 46408 | Senior Citizen High Rise |
| 11-05 | Concord Village 1 | 5001 W. 19 th Avenue (Office) | Gary, IN | 46407 | Family Development |
| 11-05 | Concord Village 2 | 19 th Avenue & Hanley Street | Gary, IN | 46407 | Family Development |
| 11-05 | Concord Village 3 | 19 th Avenue & Clinton Street | Gary, IN | 46407 | Vacant Land |
| 11-05 | Concord Village 4 | 5 th Avenue & Hamlin Street | Gary, IN | 46406 | Family Scattered Sites |
| 11-07 | Delaney Community (East) | 2234 Attucks Place (Office) | Gary, IN | 46407 | Vacant Land |
| 11-07 | Delaney West | 21 st Avenue & Polk Street | Gary, IN | 46407 | Vacant Land |
| 11-10 | Dorie Miller Homes | 1722 E. 21 st Avenue (Office) | Gary, IN | 46407 | Vacant Land |
| 11-10 | Dorie Miller East Point | 21 st Avenue & Alabama Street | Gary, IN | 46407 | Family Development |
| 11-10 | Dorie Miller Heights | 5 th Avenue & Marion Street | Gary, IN | 46403 | Family Scattered Sites |

SECTION II – SCOPE OF SERVICES

The Gary Housing Authority (“GHA”), its Instrumentalities and Affiliates are seeking qualified firms and/or individuals, with Development and Capital Improvement expertise, to consult and assist the GHA with providing Owner’s Representative Services (“Services”) for its Development and Capital Improvement initiatives; on a task order/as-needed basis.

The proposer shall provide these consulting services to the GHA in the areas of development, modernization and capital improvements. These task order based services shall and/or may include, but not be limited to developing contract scopes, providing contract administration, project management and construction oversight, capital budgeting, utilizing Physical Needs Assessments (“PNAs”), Physical Condition Assessments (“PCAs”), and Energy Audits, to prioritize Authority obligations and expenditures, assisting the GHA with preparing/submitting documents to the local HUD field office and HUD headquarters, applying for various HUD grants and/or other grants (e.g., Emergency Safety/Security Grants, Emergency Capital Funds, Capital Fund Financing Program (CFFP), etc.) obtaining and maintaining cooperation from local regulatory agencies, project planning, submitting pertinent applications and proposals, ensuring compliance with environmental review regulations, attending, participating in, and/or coordinating meetings on behalf of the GHA, responding to bidders, oversight agencies, and community stakeholders and carrying out all other development, modernization and capital improvement related functions and/or technical assistance in compliance with all HUD requirements and applicable Federal, State and local laws.

Additionally, the successful proposer and Owner’s Representative shall serve as Project Manager and Liaison (“PM”) providing general project management of the GHA’s development, modernization and capital improvement activities issued under a task order. The Owner’s Representative, as Project Manager, will complete the primary project team, consisting of the Project Owner/Building Owner, Architect/Engineer (“A/E”), Contractor(s) and any representative community stakeholders. These task order-based services shall and/or may include, but not be limited to the acquisition, sale and disposition, conversion, demolition, adaptive reuse, construction and/or renovation, development and/or redevelopment of real property (e.g., residential, non-residential, habitable and occupied, vacant, uninhabitable and/or dilapidated structures or vacant land). The Owner’s Representative shall also consult and assist the GHA with recommendations regarding the GHA’s existing real estate portfolio, potential acquisitions, best repositioning options for each site, the pros and cons and potential impacts of each recommendation, as well as projected costs and timelines for each option.

Proposers are expected to demonstrate successful experience in the following areas, as also outlined in the evaluation criteria:

- Experience serving as an Owner’s Representative/Project Manager/Consultant for housing authorities and multi-family programs, local government, and/or non-profits on development, capital improvements and modernization projects.
- Experience with HUD Rental Assistance Demonstration Program (RAD).
- Experience structuring Low-Income Housing Tax Credit (LIHTC) projects.
- Experience working with State Allocating Agencies.
- Experience working with both HUD and HUD lenders.
- Experience with Federal Home Loan Bank funds for various affordable housing projects.
- Financial modeling experience.
- Real estate development experience.
- Knowledgeable in reviewing third party reports (e.g., appraisals, market studies, environmental studies, etc.).
- Experience working with developers, general contractors, architects, and engineering firms.

SECTION III – GENERAL REQUIREMENTS

I. GENERAL REQUIREMENTS

Proposer must submit a response meeting the submission requirements identified in this RFP.

A. Statement of Interest

Proposer must submit a Statement of Interest that includes but shall not be limited to:

1. Introduction/Cover Letter: Letter shall include company's name, address, telephone number, bearing the signature of an authorized representative of the Firm. If different than the authorized representative, letter must include full contact information for the individual responsible for handling all matters related to the RFP.
2. Company Overview: Overview must list and include Company's capacity, experience, range of activities and qualifications as it pertains to providing services similar in size, complexity and scope required under this RFP. Identify key team members; staff and equipment resources; and number of years providing services being requested.
3. Type of Organization: State applicable organization type (i.e. Corporation, Partnership, Joint Venture or Sole Proprietorship). List name(s) of shareholders, partners, principals and any other persons exercising control over the Firm or Organization.
4. Organizational Certification: Include Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
5. Financial Capacity: Provide an audited financial statement, including latest balance sheet, income statements, and cash flow statements.

If audited financials are not available, please provide the following:

1. Current Balance Sheet
2. Current Income Statement
3. Cash Flow Statement
4. 2 most recent years of Federal Income Tax Returns

Provide name and address of firm preparing the attached financial statement, and date thereof. If the financial statement identifies a name other than the name of the organization submitting a bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidary).

II. PROPOSAL FORMAT

Proposer must submit one (1) original plus five (5) hard copies and one (1) Electronic copy of its proposal. All proposal formats must include, in the same order as below and using the forms attached hereto, the following information, attachments and/or schedules:

Proposals shall be submitted in the following format, securely bound with tabs clearly identifying each section.

1. Statement of Interest – Please include all information requested in *SECTION III. General Requirements*.
2. Evaluation Criteria – Please include all information requested in *SECTION IV. Evaluation Criteria*, **excluding Attachment L. Fee Proposal**, which must be submitted in a separately sealed envelope. Tabs for each individual criterion are acceptable.
3. RFP Solicitation Document and its Attachments – Please include the entire solicitation document which **MUST** be completely signed (where applicable).
4. References – (*Attachment P*) Please include a minimum of four (4) references with telephone numbers of private sector clients, housing authorities and/or other government agencies, including project dollar values, where the Proposer has provided services that are similar in size and scope to those requested in this RFP. If listing the GHA as a reference, an additional reference must be submitted.
5. Insurance – Please include the Proposer's statement evidencing they can fulfill the Insurance Requirements under the contract terms of this RFP.
6. Fee Proposal – Please include a Statement indicating Proposer has included *Attachment L. Fee Proposal* separately. **FEE PROPOSAL MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE AND NOT INCLUDED WITH THE ONE (1) ORIGINAL AND FIVE (5) PROPOSAL PACKAGES.**

Proposer shall fully read, comprehend and where applicable execute all attachments described in this solicitation.

SECTION IV – EVALUATION CRITERIA

I. EVALUATION CRITERIA

The GHA shall make its selection based upon the evaluation criteria described below. The GHA shall evaluate only those firms whose proposals are responsive to the requirements of this RFP.

A. Experience of the Firm

Proposers shall demonstrate successful experience and capability in providing the services described in this Request for Proposals. Proposer must submit written evidence of this demonstrated successful experience and ability in providing the resources necessary (equipment, office facilities, and other) for the timely and efficient implementation of the GHA's goals and objectives as described in this solicitation. Proposer must possess years of previous experience in performing services similar to those requested herein and must provide a description of the organizations where the services took place, including the overall cost of development and capital improvement for the project(s). In addition to the qualifications listed both above and in the Scope of Services, Proposers must demonstrate the following qualifications in writing:

- Experience serving as an Owner's Representative/Project Manager/Consultant for housing authorities and multi-family programs, local government, and/or non-profits on development, capital improvements and modernization projects.
- Experience with HUD Rental Assistance Demonstration Program (RAD).
- Experience structuring Low-Income Housing Tax Credit (LIHTC) projects.
- Experience working with State Allocating Agencies.
- Experience working with both HUD and HUD lenders.
- Experience with Federal Home Loan Bank funds for various affordable housing projects.
- Financial modeling experience.
- Real estate development experience.
- Knowledgeable in reviewing third party reports (e.g., appraisals, market studies, environmental studies, etc.).
- Experience working with developers, general contractors, architects, and engineering firms.

Proposers shall clearly, logically and concisely present the Proposer's knowledge and experience in Owner's Representative Services for Development & Capital Improvements. Proposer may be an individual or a business corporation, partnership or a joint venture but, financially sound and able to provide the Services being procured by the GHA.

If the Proposer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient grounds for disqualification. If the selected firm fails to disclose such information, and the GHA discovers it thereafter, then the GHA could disqualify the proposal or terminate the Contract.

Proposer must be in good standing with any Federal, State or local government that has or has had a contracting relationship with the Proposer. Therefore, if a Federal, State or local government entity has terminated any Contract with Proposer for deficiencies or defaults, that Proposer is not eligible to submit a response to this solicitation.

B. Capacity of the Staff

The Proposer(s) must demonstrate successful experience and capability of the staff and sub-consultants proposed for this engagement in providing the services described in this Request for Proposals. Proposers shall provide

written evidence that the services will be provided by experienced and qualified personnel, capable of performing the functions and responsibilities outlined in Section II Scope of Services. Proposer's staff must have years of previous experience in performing services similar to those requested herein.

The Proposer(s) shall submit an organizational chart showing the management/staff/administration of their office and a flow chart of key personnel (professional and technical staff) performing the services specified in the RFP. Provide the individuals and titles of the persons who will fulfill the roles as identified in the **Fee/Rate Proposal Form**. Indicate the individual that will be the primary point of contact with the GHA. It is required that any Team Member(s) identified in the submittal are firmly committed to the project.

The Proposer(s) and Team Member(s) shall provide a copy of chronological resumes for each of the key technical personnel that will be available to complete the services stated in this RFP. Include a statement as to the local availability of these personnel. Provide copies of all applicable licenses/certifications/registrations for all personnel (Proposer and Team Members) performing the services contained in this RFP.

C. Fee Proposal

Proposers are to submit a Fee Proposal as found in Attachment L, Fee Proposal. Fee Proposal must be completed and submitted in a separately sealed envelope. **Fee Proposals are subject to negotiation.**

D. S/M/W/DBE Participation

Proposers shall demonstrate their ability to utilize S/M/W/DBE firms in the resultant contract or any unrelated contract let by the proposer and for the duration of the resultant contract.

Proposer may, itself, be an S/M/W/DBE firm (Also referred to as 'Direct S/M/W/DBE Participation') and shall complete Attachment I, S/M/W/DBE Business Participation.

Proposer may directly utilize on the resultant contract and for the duration of the resultant contract an S/M/W/DBE firm. Firm shall have the Sub-Contractor complete Attachment J, S/M/W/DBE Subcontractor Affidavit.

E. Section 3 Compliance

Proposers shall demonstrate their ability to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance, per *Article 21. Training and Employment Opportunities for Residents in the Project Area*.

The GHA's Section 3 goal and objective is that Proposers who have a need to employ new workers as a result of entering into said Contract, that said Bidder shall employ eligible Section 3 workers to fill 30% of new positions.

II. EVALUATION SCORING

The Evaluation Committee will evaluate and score each proposal that is submitted as a complete response. Responses may receive a maximum score of 100 points subdivided as follows:

- A. Experience of the Firm:** **Maximum 35 points**
Demonstrated successful experience and capability of the Proposer in providing services described in this Request for Proposals.
- B. Capacity of the Staff:** **Maximum 30 points**
Demonstrated successful experience and capability of the proposed staff and sub-contractors proposed for this engagement in providing services described in this Request for Proposals..
- C. Fee Proposal** **Maximum 20 points**
Proposer shall submit a Fee Proposal as described in this Request for Proposal. **Fee proposal must be submitted in a separately sealed envelope.**
- D. S/M/W/DBE Participation** **Maximum 10 points**
Demonstrated experience and/or commitment of the Proposer to assist the GHA in meeting its requirement and goals related to M/WBE Participation. Proposer shall demonstrate its ability to utilize M/WBE firms of the resultant contract or any unrelated contract let by the proposer during the term of the resultant contract, as described in this Request for Proposals.
- E. Section 3 Compliance** **Maximum 5 points**
Demonstrated experience and/or commitment of the Proposer to assist the GHA in meeting its requirement and goals related to the Section 3 Clause. The Proposer shall demonstrate the ability to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance.

SECTION V – PROCUREMENT AND AWARD PROCESS

I. ADDENDUMS TO SOLICITATION

Any and all amendments to this Solicitation shall be sent by email to all potential Proposers who receive the solicitation materials. Solicitation materials and addendums are also available on the GHA website: www.garyhousing.org.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Proposers are responsible for obtaining all information required, thus enabling them to submit Responses. Failure to obtain clarifications and/or addenda from the GHA will not relieve the proposer from being bound by any additional terms and/or conditions in the clarification and/or addenda. The GHA will not be responsible for proposer's failure to consider additional information contained therein in preparing the proposal.

II. SUBMISSION OF PROPOSALS AND/OR ADDENDUMS TO PROPOSALS; DEADLINES

Proposals may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following the GHA Representative:

Khalim Muhammad, Procurement & Contract Coordinator
Gary Housing Authority
578 Broadway, 2nd Floor
Gary, Indiana 46402

Hard Copy Proposals must be received at the above address by the date and time on the cover of this RFP, regardless of the selected delivery mechanism. **Proposals that are received via facsimile or email will not be accepted.**

Proposals will be date and time stamped immediately upon receipt at the GHA to document their timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

All proposals and accompanying materials become the property of the GHA and will not be returned to the Proposer. All Respondents submitting a proposal must agree to honor the terms and conditions contained herein for a period of 60 business days. It is the responsibility of the Respondent to see that their proposal is received by the GHA by the date and time set forth for the receipt of the proposals. Proposals received after the deadline will be returned to the respective providers unopened.

Any Addendums to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

III. EVALUATION AND AWARD PROCESS

A. Evaluation Process

GHA staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. The GHA may allow Proposers to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

All Proposals determined to be complete and responsive will be provided to the GHA Evaluation Committee. The GHA's Evaluation Committee will evaluate the Proposals utilizing the criteria established in *SECTION IV. Evaluation Criteria* for this Request for Proposals.

The GHA reserves the right to interview selected Proposers, request additional information from selected Proposers and/or negotiate terms and conditions with selected Proposers.

The GHA will perform a responsibility review of the highest-ranked Proposer(s), which may include reference and financial background checks.

The GHA will evaluate all of the proposals received against the evaluation factors set forth herein and select the most qualified proposals and rank them in numerical order, based on the aggregate of the evaluation factors. Once the proposals are ranked, the GHA may invite the highest ranked firms to come to the GHA's office for an oral presentation.

The GHA may arrange for additional meetings to allow for evaluation and modification of the proposal, if necessary. After conducting a thorough review and cost analysis, the firms whose proposal and qualifications offer the best opportunity for the GHA to achieve its objectives may be selected for negotiation of final pricing and contract terms, and may be subject to the approval of the Board of Commissioners.

The GHA shall not be responsible and will not reimburse any Proposer for any cost(s) associated with preparing a proposal.

B. Award Process

The GHA reserves the right to award one or multiple contracts to the highest-qualified ranked Proposer(s) who offer PHA-Wide Modernization and Development Program Management Services as requested.

The GHA also reserves the following:

- ...the right to negotiate a firm's initial price after the highest-ranked Proposer(s) has been identified.
- ...the right to award per development.
- ...the right to award multiple contracts.
- ...the right to award multiple developments/sites/properties to one Contractor.
- ...the right to add/delete quantities.

A Proposal submitted by a Proposer does not constitute a contract, nor does it confer any rights on the Proposer to the award of a contract. A letter or other Notice of Award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

SECTION VI – PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Staff)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this proposal is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
Corporate Secretary Signature

SECTION VI – PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number hereinunder as provided in the Indiana Code, IC 23-15-1-1 Sec. 1(a).

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

SECTION VI – PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number hereinunder as provided in the Indiana Code, IC 23-15-1-1 Sec. 1(a).

Registration Number: _____

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of _____ between the Gary Housing Authority (GHA), a federal government agency created under the provisions of the Housing Authorities Act, as amended, having its principal office at 578 Broadway, 2nd Floor, Gary, Indiana 46402 ("Authority"), and _____ ("Contractor"), having its principal office at _____, in _____, _____.

PREAMBLE

The GHA is requesting Financial Consulting Services for the Authority for a period of twelve (12) months, with, at the Authority's sole discretion, four additional twelve (12) month extension option, in accordance with the terms and conditions as described herein. The Contractor shall provide the specified services in accordance with applicable local, state, and federal laws and regulations.

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages Contractor to render the services as set forth in the Request for Proposal (the "Services"), and any additional, financial related services offered by the Contractor.

Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by the Authority and Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by the Authority.

The Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the firm fixed rate or the time required for performance of the Services, the Authority shall make an equitable adjustment in the firm fixed rate and the time required for performance of the Services, and shall modify this Agreement accordingly.

3. **Contractor Conflicts.** The Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from the Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. The Contractor is charged with the responsibility to promptly disclose to the Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of the Authority, during his or her tenure or for one (1) year thereafter, shall have any interest in this Agreement or the proceeds thereof.

The Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

PROFESSIONAL SERVICE AGREEMENT

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to the Authority; the Authority may immediately terminate this Agreement pursuant to Section 14 hereof.

4. **Compensation.** The Authority agrees to pay Contractor for the Services, in a total not-to-exceed amount of \$_____. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of the Authority.

The Contractor shall submit invoices to the Authority for services are complete. Such invoices shall include an itemization of the services rendered by Contractor and/or Contractor's employee and shall be prepared in a form reasonably satisfactory to the Authority.

The Authority shall use its reasonable business efforts to process and pay such invoice within 30 days of its receipt.

5. **Term.** This Contract will be in effect for an initial twelve (12) months as indicated herein. The Authority may, at its sole discretion, exercise its right to renew this Contract following the expiration of the initial Contract term for up to four (4) additional years in one year intervals, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of Services provided for in this Contract.

No less than sixty (60) calendar days before the expiration of the then current Contract term, the Authority will give the Contractor notice of its intent to exercise its option to renew the Contract for the approaching option period. The date on which the Authority gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

6. **Invoices.** Original invoices must be forwarded by the Contractor to the Gary Housing Authority, 578 Broadway, 2nd Floor, Gary, Indiana 46402, Attn: Finance Department, to apply against the contract. Invoices may also be submitted electronically via email to payables@garyhousing.org. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the work/services.

All invoices must be signed, dated and reference the Development, the products, materials and/or services provided, and the Specification and Purchase Order Numbers. Signed work tickets and/or any other pertinent documentation requested by the Chief Procurement Officer must accompany each invoice submitted.

If a Contractor has more than one (1) Contract with the GHA, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, service description, unit of measure and pricing information must correspond to the services proposed.

The GHA is exempt from paying Federal, State, and local taxes. Appropriate exemption certificates will be furnished upon request.

7. **Payment.** The GHA will process payment within thirty (30) calendar days after receipt of acceptable invoices completed in accordance with the terms specified herein, and all supporting documentation necessary for the GHA to verify the services invoiced under this Contract.
8. **Sub-Contractors.** The Contractor must identify, in writing, names of all Sub-Contractors it will use will in the performance of the execution of the contract and will not employ any that the Authority may deem incompetent.

PROFESSIONAL SERVICE AGREEMENT

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Authority. The subcontracting of the services or work or any portion thereof without the prior written consent of the Authority will be null and void. The Contractor will not make any substitution of a Sub-Contractor without the written consent of the Authority. The substitution of a Sub-Contractor without the prior written consent of the Authority will be null and void.

The Contractor will subcontract only with competent and responsible Sub-Contractors. If, at the discretion of the Authority, any Sub-Contractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Authority, discharge or otherwise remove such Sub-Contractor.

9. **False Statements.** False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the GHA, notwithstanding any prior review or acceptance by the GHA of any materials containing such a misrepresentation. In addition, the GHA may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.
10. **Audits.** The GHA may in its sole discretion audit the records of Contractor or its Sub-Contractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Sub-Contractors has overcharged the GHA in the audited period, the GHA will notify Contractor. Contractor must then promptly reimburse the GHA for any amounts the GHA has paid Contractor due to the overcharges.
11. **Acceptance.** It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.
12. **Contractor's Obligations.** Contractor shall comply with the following:
 - (a) If requested, Contractor shall submit weekly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three (3) years after all payments required herein are made and all other pending matters are closed.
 - (b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.
 - (c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated under the laws of the State of Indiana, Contractor shall provide a copy of its annual Audit or Review, whichever is required by the State of Indiana Secretary of State.
 - (d) If Contractor is a Sub recipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

PROFESSIONAL SERVICE AGREEMENT

13. **Insurance**

The Contractor must provide and maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than the State of Indiana statutory limits.

Commercial General Liability (Primary and Umbrella) and Professional Liability

Commercial General Liability Insurance and Professional Liability with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Gary Housing Authority is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Sub-Contractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Gary Housing Authority is to be named as an additional insured on a primary, non-contributory basis.

Sub-Contractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

Additional Requirements

The Contractor must furnish the Gary Housing Authority, Procurement Department, 578 Broadway, 2nd Floor, Gary, Indiana 46402, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the GHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the GHA to obtain certificates or other insurance evidence from Contractor is not a waiver by the GHA of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance

PROFESSIONAL SERVICE AGREEMENT

conditions may constitute a violation of the Contract, and the GHA retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor further agrees to furnish certificates of any or all insurance policies listing the GHA as an additional insured with the endorsement of such coverage attached. The GHA will not issue a fully executed copy of the contract without receipt of the required insurance certificate meeting the requirements stated herein.

The insurance must provide for sixty (60) days prior written notice to be given to the GHA in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against the GHA, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by the GHA do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

14. **Termination.** The GHA may terminate this Agreement for convenience upon thirty (30) calendar days prior written notice to the other party.

This Agreement shall terminate automatically without notice upon the occurrence of any of the following events, provided these events are not satisfactorily resolved:

- a. A material breach of this Agreement by Contractor;
- b. Contractor or Contractor's employees engaging in conduct materially injurious to the GHA or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;
- c. Contractor's continuing refusal to substantially perform the Services;
- d. Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- e. Contractor files a petition in bankruptcy or such petition is filed against Contractor.

The GHA shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) the GHA may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by the GHA. The GHA may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to the GHA by Contractor.

PROFESSIONAL SERVICE AGREEMENT

15. **Acceptance of the Services.** The Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within ten (10) calendar days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to Section 14 hereof or reduce the contract price to reflect the reduced value of the Services provided.
16. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.
17. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
18. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the GHA, its officers, representatives, elected and appointed officials, agents, employees and all other associated, affiliated, allied or subsidiary entities or commission now existing or hereafter created, from and against all losses, claims, judgments, damages and liabilities (collectively, the "Claims"), which are related to the performance by Contractor or Contractor's obligations under this Agreement in a manner that is not within the scope of Contractor's authority granted in the Agreement; or which results from Contractor's negligence, willful misconduct, fraud or misrepresentation.
19. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent Contractor and not as an agent or employee of the Authority. The contractor shall be responsible for paying any and all Federal, state or local taxes arising from the performance of the Services. The contractor agrees to remove any employee from the performance of the Services at the request of Authority.
20. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.
21. **Inspections; Work Product.** Pursuant to 2 CFR 200, access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood

If to the Contractor: _____

 { _____ .com }

PROFESSIONAL SERVICE AGREEMENT

27. **Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which are attached and made a part of this Agreement:
1. Profile of Firm
 2. Debarment Suspension Matters
 3. Certification Regarding Lobbying
 4. Disclosure of Lobbying Activities w/Instructions
 5. Conflict of Interest
 6. Non-Collusive Affidavit
 7. Section 3 – Economic Opportunities for Recipients of HUD Assistance
 8. Special MBE/WBE Participation Summary Form
 9. MBE/WBE Subcontractor Affidavit
 10. Nature of Disclosing Party Form
 11. Fee Proposal
 12. HUD Table 5.1
 13. HUD-5369-B Instructions to Offerors – Non-Construction
 14. HUD-5370-C-Section I General Conditions for Non-Construction Contracts Without Maintenance
 15. References
28. **Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.
29. **Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

PROFESSIONAL SERVICE AGREEMENT

SIGNATURE PAGE

PROPOSER:

TBD

By:

(Signature)

(Printed Name)

(Title)

Date

CONTRACT AMOUNT:

TBD (Not to Exceed)

AUTHORITY:

THE GARY HOUSING AUTHORITY

By:

(Signature)

(Print Name)

(Title)

Date



Profile of Firm

This Form must be fully completed and placed in the appropriate portion of the firm's submission. This form is required for each Prime and potential sub-contractors.

Solicitation Number:

Solicitation Name:

1. Prime ☐ Sub-contractor ☐

2. Name of Firm:

3. Telephone:

Fax:

4. Street Address, City, State, Zip:

5. Please **attach a brief statement** describing the company, including the following information:

- Year Firm Established
- Year Firm Established (in which state)
- Former Name and Year Established (if applicable)
- Name of Parent Company and Date Acquired (if applicable)

6. Nature of Disclosing Party:

☐ Individual☐ Publicly registered business corporation☐ Privately held business corporation☐ Sole Proprietorship☐ General Partnership☐ Limited Partnership☐ Trust☐ Limited Liability Company☐ Limited Liability Partnership☐ Joint Venture☐ Not-for-profit Corporation(Is the not-for-profit corporation also a 501 c(3)? Yes ☐ No ☐☐ Other:7. Identify Principals/Partners in Firm (*attach an additional form if required*):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |
| | | |

8. Identify the individual(s) that will act as project managers and/or supervisory personnel that will work on project.

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

9. Identify all trades your firm provides. Attach a separate list if more.

10. Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian
American (Male)
_____ %

☐ Public-Held
Corporation
_____ %

☐ Government
Agency
_____ %

☐ Non-Profit
Organization
_____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- ☐ Resident-Owned* ☐ African American ☐ **Native American ☐ Hispanic American ☐ Asian/Pacific American ☐ Hasidic Jewish ☐ Asian/Indian American
_____% _____% _____% _____% _____% _____% _____%
- ☐ Woman-Owned (WBE) ☐ Woman-Owned (Caucasian) ☐ Disabled Veteran ☐ Other (Specify):
_____% _____% _____% _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

11. Federal Tax ID No.: _____

12. Business License No.: _____

13. State of _____ License Type and No.: _____

14. Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

15. General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

16. Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

17. Automobile Liability Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

18. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Indiana, or any local government agency within or without the State of Indiana? Yes ☐ No ☐

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

19. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

20. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

ATTACHMENT C

CERTIFICATION OF PROPOSER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) {_____} certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses emmerated in paragraph (2) of this certification: and
- d. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER) {_____} CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date: _____

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { _____ } that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- b. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

ATTACHMENT E

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

ATTACHMENT E

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

| | | |
|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: _____ | | 5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime. Congressional District, if known: _____ |
| 6. Federal Department/Agency: _____ | | 6. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ |
| 10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____ | | b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI): _____ |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> </div> <div style="width: 35%;"> <p>Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____</p> </div> </div> | | |
| <div style="display: flex; justify-content: space-between;"> Federal Use Only Authorized for Local Reproduction Standard Form LLL (1/96) </div> | | |

ATTACHMENT F

CONFLICTS OF INTEREST

(Proposer) {_____} certifies that:

1. No employee, officer, or agent of HACC participated in the selection, or in the award or administration of the Contractor's Agreement with HACC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an HACC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Proposer or any affiliate thereof, or has a financial or other interest in the Proposer or the Proposer's Agreement with HACC.
2. Proposer shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACC during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of HACC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

ATTACHMENT G

NON-COLLUSIVE AFFIDAVIT

(Proposer/Bidder) {_____} certifies to the best of its knowledge and belief,
that:

The party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Proposal or Bid price or affiant or of any other Proposal or Bidder, or to secure any advantage against HACC or any person interested in the proposed Contract; and that all statement in said Proposal or Bid are true.

If the Proposer/Bidder is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER/BIDDER) {_____} CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

County of _____

State of _____

Acknowledged under oath on (date)_____

Before me by _____
(Printed Name)

(Signature)

As (title)_____

of (firm) _____

Notary Public Signature: _____

Commission expires: _____

(Seal)

ATTACHMENT H

SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled 'Statement of Section 3 Compliance' how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

SECTION 3 CLAUSE

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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 applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.
- G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Further information may be found on the U.S. Department of Housing and Urban Development's website at www.hud.gov and in the Code of Federal Regulations (24 CFR Part 135).

Signature_____

Date_____

ATTACHMENT I

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.

1. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

☐ Yes ☐ No ☐ N/A

2. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☐ No ☐ N/A

MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Female Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female Hispanic |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female Asian |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Female White American |

If "No", are any Subcontractors classified as Minority Business Enterprises?

☐ Yes ☐ No ☐ N/A

If "Yes", please fill in the following information:

| (MBE) SUBCONTRACTOR'S FIRM | CONTRACT \$ VALUE | % OF FEE |
|----------------------------|-------------------|----------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| TOTAL | \$ _____ | _____ % |

3. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☐ No ☐ N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?

☐ Yes ☐ No ☐ N/A

If "Yes", please fill in the following information:

| (WBE) SUBCONTRACTOR'S FIRM | CONTRACT \$ VALUE | % OF FEE |
|----------------------------|-------------------|----------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| TOTAL | \$ _____ | _____ % |

ATTACHMENT J

MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub Contractors being proposed for participation under this Contract.

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ☐ No ☐
WBE: Yes ☐ No ☐
DBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

The above described goods and/or services are offered for the following price and described terms of payment:

if more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within 3 business days of receipt of a signed contract from HACC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Phone

Fax/Email

ATTACHMENT K

NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

A. NATURE OF THE DISCLOSING PARTY:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation |
| <input type="checkbox"/> Limited partnership | also a 501(c)(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Other (please specify) _____ | |

B. Name of Disclosing Party:

Address:

Floor/Suite:

City:

State:

Zip Code:

Phone #:

Fax #:

Email:

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

REMIT TO INFORMATION (If different from above.)

Name of Disclosing Party:

Address:

Floor/Suite:

City:

State:

Zip Code:

Phone #:

Fax #:

Email:

| |
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| _____ |
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| _____ |
| _____ |
| _____ |

C. Please identify the state or foreign country of incorporation or organization, if applicable:

D. For legal entities not organized in the State of Illinois, has the organization registered to do business in the State of Illinois as a foreign entity? ☐ Yes ☐ No ☐ N/A

E. Please list below the full names and titles of all Executive Officers and/or all Directors of the entity. If there are no such members, write "NO MEMBERS". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

ATTACHMENT K

- F. Please list below each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. **If none, state "None".**

| Name | Business Address | Percentage Interest in the Disclosing Party |
|------|------------------|---|
|------|------------------|---|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- G. S.S. # OR TAX ID#: _____ *1099 EMPLOYEE: ☐ Yes ☐ No

- H. Please list all TRADES your firm provides:

| | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

Gary Housing Authority
Specification #2023-100-008
Request for Proposals for Owner's Representative Services for Development & Capital Improvements
Fee/Rate Proposal Form

| PROPOSED HOURLY BILLING RATES | | |
|-------------------------------|-----------|----------------------------|
| Name | Job Title | Total Hourly Billing Rates |
| | | |
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| | | |

Company Name: _____

Signature: _____

Printed Name & Title: _____

Address: _____

Phone: _____

Email: _____

Gary Housing Authority
Specification #2023-100-008
Request for Proposals for Owner's Representative Services for Development & Capital Improvements
Fee/Rate Proposal Form

| PROPOSED HOURLY BILLING RATES | | |
|-------------------------------|---|----------------------------|
| Name | Job Title | Total Hourly Billing Rates |
| | Principal | |
| | Project Executive | |
| | Project Manager | |
| | Licensed Architect | |
| | Architect Intern/Planner | |
| | Profession Engineer (M/E/P/S/C) | |
| | Engineering Intern (M/E/P/S/C) | |
| | CADD Operator | |
| | Cost Estimator | |
| | Field Engineer/Construction Administrator | |
| | Clerical | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Company Name: _____

Signature: _____

Printed Name & Title: _____

Address: _____

Phone: _____

Email: _____

ATTACHMENT M

HUD TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES* OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(I) AND Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The Public Housing Authority (PHA) and Contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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.

Termination for Cause for Convenience (contract of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

***SMALL PURCHASES = \$0.00 to \$100,000.00**

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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- (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.
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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 subcontractor/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

ATTACHMENT P

REFERENCES SHEET

Firm Name: _____

Date: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

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Contact Name/Title: _____

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