

Highland Park Housing Commission

REQUEST FOR

PROPOSALS

For Professional Property Management

Services

April 1, 2022

RFP-PMS-2022 Professional Management
Services

HIGHLAND PARK HOUSING COMMISSION REQUEST FOR PROPOSALS: PROFESSIONAL PROPERTY MANAGEMENT

The Highland Park Housing Commission (HPHC), Board of Commissioners, Highland Park, Michigan, seeks a property management organization for property management services. Said organization has a high regard for ethical leadership, a dedicated commitment to public service, organizational integrity and innovative solutions. The Commission's mission is to provide quality, affordable housing and self-sufficiency opportunity to low and moderate income residents in Wayne County, Michigan in an effective and professional manner. The Commission will execute a contract commencing on May 15, 2022. The Commission is accepting qualifications and proposals for the position of property management services until 4:00 PM on April 15, 2022.

Background: The Highland Park Housing Commission is a “public housing agency” as defined under the US Housing Act of 1937 (the Act) and is a body corporate and politic organized and existing under the laws of the State of Michigan that receives funding and assistance from HUD. The Highland Park Housing Commission owns several developments comprised of multi-unit/multi-family buildings and scattered site homes for a total of 198 units.

The HPHC is currently in HUD possession and overseen by two HUD Co-Recovery Administrators. The management agent procured via this solicitation will function as the full-time HPHC Executive Director under the oversight of the Co-Recovery Administrators, who also function as the HPHC Board of Commissioners.

HPHC's current management agent provides staffing to deliver all services on site, consisting of the following positions: an Executive Director (paid via management fee), two administrative/office personnel (Community Manager and Assistant Community Manager), three maintenance personnel, one janitor, and security service via contract (one guard at any given time, for staffing outside business hours).

Minimum Qualifications for Respondents: Experience and ability to manage troubled properties, a strong working knowledge of HUD and federally-subsidized public housing, and grant research and writing knowledge and housing commission regulations and procedures. Extensive experience in implementing public housing programs in accordance with federal regulatory requirements. Ability to use capable judgment to determine when to act independently and when to seek guidance, approval, and authorization. Ability to provide professional staffing to deliver services to HPHC residents, including all administrative and maintenance personnel, in addition to contracted security services. Ability to work well with residents and other stakeholders. Ability to comprehend and adhere to complex government regulations, reports, contracts and guidelines. Perform those functions and meet job performance requirements of an agency Executive Director. Skill in and ability to conduct complex procurement actions in accordance with the Federal Acquisition Regulation, HUD guidance, and HPHC procurement policy. Respond to the directives and policies of the HPHC and HUD, ensure compliance with the Recovery Plan, perform strategic planning, and manage the day-to-day operations of the HPHC. Skill in and ability to receive and efficiently address complaints or concerns from residents and other stakeholders. Attend and run (as

Director-Secretary) regular and special Board meetings of the HPHC. Evening and weekend work may be required in order to meet deadlines or respond to urgent/emergency situations.

Qualified Respondents must demonstrate having prior experience with the management of all aspects of federally-subsidized affordable housing. Experience working with HUD traditional low-rent public housing programs is strongly preferred. Qualified respondents must meet the Commission's insurance requirements.

Contract term: The contract for services shall be for a one-year (1) term from the date of the executed contract's commencement of services, with one (1) optional one-year extension, granted at the discretion of the HPHC.

A. GENERAL REQUIREMENTS OF CANDIDATES

The successful Contractor will be responsible for the full range of services customary of a property management company managing public housing through the use of its own employees; if a proposer other than the incumbent is selected, the proposer is requested to evaluate existing site staff before hiring a new team.

The following is a description of some of the major duties of the Contractor, but is not necessarily all-inclusive of responsibilities that come with comprehensive management of a subsidized housing portfolio. The duties identified here must be detailed in the Management Plan provided to the HPHC by the selected Contractor. Contractor must also submit a Transition Plan describing how Contractor will minimize or eliminate disruption to ongoing capital projects, delivery of resident services, and other in-progress work upon award.

1. Rent Collection

The selected Contractor shall be responsible for the collection of rents and maintenance of rental collection records, including records of delinquencies; the safekeeping of rental receipts prior to their transmittal to a depository of the HPHC; as well as producing and mailing the monthly rent statements to residents.

2. Compliance with HUD Regulations

HPHC is a public housing agency receiving assistance from the federal government, therefore HUD rules and regulations apply to the management all Commission properties. The Contractor will be responsible for adhering to all HUD rules, regulations, and guidelines in operating the HPHC. Compliance will be monitored by HUD's Co-Recovery Administrators, who also function as the Board of Commissioners, as well as other monitoring as may be conducted by other HUD personnel (e.g. staff in the Detroit HUD field office).

3. Tenant Interaction

The Contractor should describe how it will screen potential applications, practice "Affirmative Marketing," comply with equal opportunity housing laws, provide tenant orientations, and establish and follow move-out and eviction procedures. The selected Contractor will be required to handle all aspects of eviction proceedings, and may propose to use its existing relationship with a staff or contracted attorney to do so, so long as any contracted services were originally procured in accordance with federal procurement requirements.

4. Rent Determination and Recertification

The Contractor will be responsible for determination of tenant eligibility and recertifying each family annually in compliance with HUD regulations. Resident rents must also be computed according to HUD regulations.

5. Inspections

HUD requires that each residential unit be inspected at least annually in accordance with the Uniform Physical Condition Standards (UPCS) and in preparation for REAC. Deficiencies identified during inspections must be corrected within timelines prescribed by HUD, depending on the nature of the condition identified.

6. Drug-Free Workplace

The Contractor must certify that it agrees to provide a drug-free workplace for employees. In addition, the Contractor must assure that all employees hired by the Contractor under the Contract pass a drug test and complete a police background check with satisfactory results.

7. Lease

The Contractor will be responsible for managing/overseeing the execution and administration of resident leases.

8. Purchasing and Contracting

The Contractor must comply with HUD purchasing regulations and the HPHC procurement policy. All contracting and procurement must remain within the HPHC approved operating budget. All materials purchased will be of equal or better standards than those specified. All workmanship will be per industry standards and material manufacturers' recommendations.

Contractor will plan and execute solicitations in accordance with the above-cited regulations and policies, including but not limited to development of Independent Cost Estimates, selection of appropriate procurement methods, development of solicitation documentation, publicizing bids, receiving proposals and appropriately documenting those received, evaluating responses, recommending award to the HPHC Board (where required by the HPHC procurement policy), executing contract awards, monitoring contractor work and close out.

9. Financial Management

The Contractor must provide monthly income and expense reports for the HPHC. An annual operating budget must be prepared consistent with the anticipated revenues from the Annual Contributions contract and rent revenues. The successful Contractor will also be required to be audited periodically as required by HUD. The Contractor shall ensure that the response audit is submitted to HUD. Accounting procedures must conform to the requirements of HUD and the

HPHC. The Contractor will be required to use the HUD account classification in financial reports provided to the HPHC. All public housing funds handled must be fully collateralized or insured in a method acceptable to the HPHC, in accordance with HUD rules and regulations.

The Contractor will provide accounting services to manage and oversee the HPHC's finances, to include deposit accounts, preparing unaudited financial statements, working collaboratively with the HPHC's IPA auditors, complying with HPHC financial policies, and other duties traditionally performed by a PHA accountant.

10. Security

The Contractor will be required to manage in such a way as to maximize the safety and security of the residents and to minimize crime at the HPHC. The Contractor will provide for security services for the HPHC, currently identified as one guard on duty after business hours and on weekends, either through direct employment or via contract.

11. Personnel

In submitting its proposal, each Contractor is representing that the personnel described in its proposal and submission packages shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature, in which case the Contractor must be able to provide a qualified replacement. Furthermore, all personnel furnished by the Contractor shall be considered to be, at all times, the sole employees of the respective Contractor under its sole direction, and not employees or agents of HPHC. In the event the selected Contractor is not the incumbent, Contractor is requested to evaluate existing staff employed by incumbent in order to provide some level of continuity of service (but is not absolutely required to hire these staff).

The Contractor will have the responsibility for all hiring and firing of the Contractor's employees. It will be the responsibility of the Contractor to provide for payments of all wages, benefits, and payroll taxes for all employees from the operating budget of the HPHC, in accordance with the applicable HUD regulations and the Recovery Plan, with the exception of the "Executive Director" role, who is expected to be paid out of, and provided via, the Contractor's management fee, and other ancillary or support staff as may be provisioned by Contractor (e.g. accounting and other back-office services).

12. Resident Involvement

The HPHC is committed to resident participation in major decisions affecting their occupancy. The Contractor will be required to work with or stand up any interested, officially-recognized resident organization(s) to plan and coordinate meetings on a regular basis to resolve daily management and resident issues, as well as ways to strengthen the resident organization(s). The Contractor must comply with the Commission's Bylaws and cooperate with any recognized resident council.

The Contractor will work cooperatively with the HPHC in these areas. The HPHC and the Contractor must mutually agree upon any change in existing arrangements. The Contractor shall attend regular and special Board meetings of the HPHC, run them as the “Director-Secretary,” and ensure duties such as minute-taking are accurately completed. The Contractor will be required to attend additional meetings with the HUD Co-Recovery Administrators or other stakeholders as needed.

13. Grievance Hearings

All eligible residents of public housing are entitled to a grievance hearing for matters that adversely affect their continuing occupancy at HPHC and in accordance with HPHC Policy. The Contractor will ensure establishment and implementation of a grievance procedure to address such issues in conformance with applicable federal laws and regulations.

14. Insurance, Bonding, and Hold Harmless Agreement

The successful Contractor will be required to furnish at least the minimum coverage as outlined below:

1. The proposal package must include evidence of the Contractor’s ability to provide Workers’ Compensation, General Liability, Comprehensive Automobile Liability, and Professional Liability (Errors and Omissions) Insurance coverage along with a Fidelity Bond.

Workers’ Compensation, in accordance with Michigan State Workers’ Compensation Laws

Commercial General Liability with a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of any equipment required to perform the service and vehicles on the site(s) not covered under the automobile Liability as listed below. If the Contractor has a “claim-made” policy, then the following addition requirements apply: The policy must provide a “retroactive date” which must be on or before the execution date of the Contract and the extended reporting period may not be less than five years following the completion date of the Contract.

Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

2. Such insurance will be procured from a company licensed to do business in the State of Michigan.

3. HPHC must be named as an additional insured on all policies and the policy must provide that the coverage may not be canceled without notice to HPHC at least thirty (30) days before the effective date of such cancellation.

4. Contractor will furnish HPHC a certified copy of the Bond or Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required bond/insurance is maintained and in force for the entire duration of the Contract.

15. Section 3 Statutory Requirements

Section 3 of the Housing Community Development Act of 1968, as amended, requires that the HPHC, Contractors, and subcontractors shall make their best effort to give training and employment opportunities to residents of the housing developments. The Contractor will be required to comply with the Section 3 requirements specified at 24 CFR Part 75.

16. Maintenance

The selected Contractor shall be responsible for all routine, preventive, and non-routine maintenance via 1) its own staff (to include any staff hired from incumbent, if selected Contractor is not incumbent) and 2) via contract of third parties as needed, and in accordance with all applicable procurement regulations and requirements.

17. Performance Goals

The Contractor is responsible for compliance with performance standards established by HUD, including the Public Housing Assessment System (PHAS), the Recovery Plan and Agreement, and such other goals or requirement as HUD may promulgate in future. The Contractor will be required to provide performance reports on its compliance with those performance standards.

18. Capital Planning

The HPHC receives certain funds from HUD for capital repair and modernization efforts and is required each year to submit a Public Housing Authority Annual Plan, with an updated five (5) year rolling base. The Contractor will prepare the Public Housing Authority Annual Plan with input and approval from the HPHC and the Resident Council. As such, each year the Contractor will be expected to present an annual capital plan and request.

19. Capital Projects

Each year, the HPHC will, with input from the Contractor as to need, determine the list of capital improvements that the Contractor will be responsible for administering.

The HPHC has a backlog of capital projects and funding to execute many of them. A/E firms have been retained to assist with execution of these projects, utilizing both traditional capital fund grants from HUD, as well as an Emergency Safety and Security Grant. The total funding available to address the capital needs already identified is roughly \$3m. The Contractor will be responsible for shepherding these projects to completion in a timely manner, working with the A/E firms retained by HPHC.

20. Grant Management

The HPHC receives grants from HUD to operate its portfolio (“operating subsidy”) and to make capital improvements (“capital fund”). From time to time, other grant funds may also be made available to HPHC, such as emergency capital fund grants, shortfall funding grants, and others. The Contractor will be responsible for complying with all grant-related requirements under federal and state law, HUD regulation, and any other conditions as may be attached to grants received by the HPHC, including (but not limited to) maintaining access to HUD systems, fulfilling reporting requirements, and effective planning to meet obligation and expenditure deadlines for each grant.

21. Hours of Operation

The HPHC office shall be open and staffed from 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays recognized by HPHC. The community manager or an alternative contact person shall be accessible during hours when the office is not open and staffed to assist in addressing issues that come up from time to time.

22. Implementation and Proposal of Practices and Procedures.

The Contractor will be proactive in: proposing changes in policies and procedures in accordance with HUD Guidelines; and implementing the best practices for the operation of the HPHC and the use of all employees serving HPHC in the exercise of best practices; and, in providing service to HPHC properties.

23. Compliance with Rules, Regulations and Licensing Requirements

The Contractor and its staff must possess all required occupational license(s). In addition, the Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflicts of interest. The Contractor is responsible for being familiar with and complying with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

24. No Assignment

The successful Contractor shall not enter into any subcontracts, retain consultants or assign, transfer, convey, sublet or otherwise dispose of the ensuing contract or any or all of its rights, title or interest therein or its power to execute such contract, to any person, company or corporation without the prior written consent of HPHC.

25. Equal Opportunity Employment

The Contractor agrees that there will not be discrimination as to race, sex, religion, color, age, creed or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this RFP. Contractor must agree to comply with the Executive Order No. 11246, entitled “Equal Employment Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

B. PACKAGE SUBMISSION REQUIREMENTS

One sealed envelope and one electronic copy shall be submitted:

- Mark with the Contractor's name, address, phone number, the due date of April 15, 2022, at 4:00 p.m. EST, titled "RFP-PMS-2022: Highland Park Housing Commission - Property Management Services – Proposal", and include one (1) original and two (2) copies (a total of 3 sets).
- Proposals must be submitted no later than 4 o'clock in the afternoon of April 15, 2022 to: Highland Park Housing Commission, c/o Douglas Gordon, 13725 John R Street, Highland Park, Michigan 48203. The proposals will not be opened publicly. It is the applicant's responsibility to ensure that its proposal is delivered at the proper time and place. Proposals, which for any reason are not timely delivered, will be disqualified.
- An electronic copy of the proposal must be submitted electronically to recovery@highlandparkhc.org. The physical and electronic copies should both be submitted the same date, but for purposes of complying with these requirements, the time the physical package is received will control.
- Offers by facsimile or telephone **will not** be accepted; offers must be submitted **both** in physical hard copy, as well as electronically, as described above.
- All submissions shall have clearly written in the return address or e-mail subject line: **RFP-PMS-2022**.

Proposals sent by overnight delivery service will be considered timely if date stamped at least one (1) day before the date set for receipt of proposals and is pursuant to the express policy of the overnight service to permit delivery by the date and time the proposal is due. The burden of proof to establish timely filing of a proposal by an overnight service shall be solely upon the firm or person submitting the proposal. All proposals will be dated and initialed upon receipt. No responsibility will attach to an officer, employee, or agent of HPHC for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the right submission place by the submission method and/or by the submission date and time.

All costs incurred, directly or indirectly by an applicant responding to this RFP, shall be the sole responsibility of and shall be borne by the applicant. HPHC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HPHC to be in its best interests.

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Each set of documents submitted must contain the items outlined below in the "Sealed Envelope Contents" and summarized in the "Form of Proposal" at Exhibit A. Proposers are responsible for ensuring their submission is complete and fully meets the terms of this RFP.

The submission packages must be signed by an officer of the Contractor submitting the package who is legally authorized to enter into a contractual relationship in the name of the Contractor. In the absence of a corporate seal, the submission package must be notarized by a Notary Public.

The HPHC may, at its sole and absolute discretion, reject any and all or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Also the determination or the criteria and process by which Contractor's qualifications are evaluated, the decision as to who shall receive a contract award or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the HPHC. In no event shall any challenger or protestor of these documentations or decisions be awarded a contract for the services described in this RFP.

Questions: Any questions regarding this RFP shall be directed in writing to the address noted above or to recovery@highlandparkhc.org for receipt not later than April 11, 2022, and containing name, address and phone numbers where the applicant can be reached with responses. No interpretations shall be considered binding unless provided in writing by the HPHC.

SEALED ENVELOPE CONTENTS (listed by tab – see “Form of Proposal” at Exhibit A)

0. Cover Letter/Form of Proposal

Include a cover letter, as well as a completed “Form of Proposal” form (Exhibit A).

1. Contractor Qualifications

i. Contractor shall provide listing of all public and private multifamily housing currently managed by the Contractor, with the name, address and contact information of who may be contacted as a reference, locations, and brief descriptions of the properties. The Contractor should indicate properties that are/were federally or locally subsidized, and the nature of the subsidy, and any properties located in the same region as Highland Park, MI. Large management companies (more than 10,000 units) may choose to aggregate this property data and submit information in a more condensed format. A minimum of three references should be included.

ii. Contractor shall provide resumes and position descriptions of senior staff members who would be assigned to oversee the HPHC (for example, the Executive Director to be assigned to HPHC, the regional property manager, and other relevant corporate personnel). Show an organizational chart of your staffing structure, including regional office locations. Include major subcontractors, if any, and their degree of involvement.

iii. Contractor shall provide an actual or prototypical budget, income and expense report for a publicly-owned property managed by the Contractor as evidence of the Contractor’s financial reporting systems and expertise in operating matters.

iv. Contractor shall provide evidence of insurance and, if applicable, licensure, in accordance with the terms of this RFP (“General Requirements” Section 14, above).

2. Management Plan

The Contractor shall provide a plan describing how it will perform the requirements of this RFP upon award.

3. Transition Plan

The Contractor shall provide a plan describing how it will minimize or eliminate disruption to ongoing capital projects, delivery of resident services, and other in-progress work upon award.

4. Equal Employment Opportunity statement

The Contractor should provide their equal employment opportunity statement and a description of any affirmative action policy and accomplishments related to ownership,

personnel, and purchase of goods and services to this end. The Contractor should advise of any complaints/grievances/claims of discrimination, and their resolution.

5. Evidence of Qualification as a Section 3 business and/or Minority/Woman Owned Business

The Contractor should complete the Section 3 and Minority/Woman Owned Information and Certification form (Exhibit B).

6. Certifications and Affidavits

The Contractor should complete the following legal requirements as part of this submission:

- i. Instructions to Offerors (Non-Construction) – (Form HUD-5369-B) – (Exhibit D)
- ii. Certifications and Representations of Offerors (Non-Construction Contracts) – (Form HUD-5369-C) – (Exhibit E)
- iii. General Conditions for Non-Construction Contracts (Form HUD-5370-C) – (Exhibit F)
- iv. Profile of Firm form (including Non-Collusive Affidavit) (Exhibit C)

7. Sample Reports

Attach a sample set of reports for a Housing Commission or similar entity in your current portfolio that would normally be provided to Commissioners. Label the report as Sample Report Attachment. If at all possible, please choose a property similar to the one described in this RFP.

8. Fee Proposal

Attach the completed management fee bid form.

Evaluating Applicant Proposals: The proposals will be evaluated based upon the evaluation criteria set forth in the RFP, which will be afforded the weight indicated in the matrix below. The most qualified applicants may be asked to participate in an oral interview to discuss in greater detail the contents of their proposal.

C. EVALUATION/SELECTION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by the HPHC, which has sole authority to award the contract.

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

Criteria	Points Available
Demonstrated successful experience in managing public housing or federally subsidized housing.	20
Transition plan to minimize disruption or progress of ongoing work at the HPHC.	20
The proposer’s technical capabilities (in terms of personnel, equipment and materials) and the Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).	20
Proposer’s qualification as a Section 3 business concern and/or qualification as a minority and/or woman owned firm.	10
The proposed costs the proposer proposes to charge the HA to provide the required work.	30

Total Possible Points: 100

EVALUATION

HPHC expects to select the firm that is best qualified to provide the services described in the RFP based upon the evaluation criteria set forth in the RFP. HPHC reserves the right to waive any information or irregularities in submittals, or to reject any and/or all proposals. Complete Exhibit B to demonstrate qualification as a Section 3 business concern and/or qualification as a minority and/or woman owned firm.

Reference Checks

Past performance on other projects may be used, among other considerations, to evaluate both the firm’s and the project team’s capacity and capability to perform the requested services and to assess the risk of poor performance or nonperformance. The reference evaluation factors will include but not necessarily be limited to the: (a) accuracy and timeliness and (b) responsiveness to client.

Selection Interviews

HPHC reserves the option to interview any, all, or no firms. HPHC also reserves the right to adjust scores of each proposal of non-interview criteria after any interviews are conducted.

FORM OF PROPOSAL (Exhibit A):

(This Form must be fully completed and placed under Tab No. 0 of the “hard copy” tabbed proposal submittal.)

Instructions: The items listed below must be completed and included in the proposal. Please complete this form by marking an “X” to verify that the referenced completed form or information has been included within the proposal.

X=ITEM INCLUDED	SUBMITTAL ITEMS (Three copies of each proposal, including one with original signatures; one electronic copy via e-mail)
	Tab 0 Cover Letter/Form of Proposal sheet
	Tab 1 Contractor Qualifications (as described in RFP; i.e.): i. managed housing data/3+ references, ii. resumes and PDs of senior staff/org chart, iii. actual or prototypical budget, income/expense report, iv. evidence of appropriate insurance/licensure
	Tab 2 Management Plan
	Tab 3 Transition Plan
	Tab 4 Equal Employment Opportunity statement
	Tab 5 Evidence of Qualification as a Section 3 business and/or Minority/Woman Owned Business (Exhibit B)
	Tab 6 Certifications and Affidavits (HUD forms 5369-B, 5369-C, 5370-C) (Exhibits D, E, & F); Profile of Firm form (incl. non-collusive affidavit) (Exhibit C)
	Tab 7 Sample Reports
	Tab 8 Fee Proposal (via Management Fee Bid form, including rates for all personnel, such as maintenance/janitorial, office staff, & security, which are not funded/included via proposed management fee)

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HPHC discovers that any information entered herein to be false, such shall entitle the HPHC to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs, where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HPHC, either in hard copy or on the noted Internet System, including an agreement to execute a Contract in accordance with the terms of this RFP and the submitted proposal. Pursuant to all RFP Documents, this Form of Proposal, and all Exhibits, and pursuant to all completed Documents submitted, including these forms and all Exhibits, the undersigned proposes to supply the HPHC with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

Signature _____ Date _____ Printed Name _____

Company _____

EXHIBIT B
SECTION 3 AND MINORITY/WOMAN OWNED INFORMATION AND CERTIFICATION
THIS FORM MUST BE SIGNED AND RETURNED.

SECTION 3 CERTIFICATION

PROJECT: _____
Company Name: _____
Address: _____
Year business founded: _____
Current number of employees: Full time _____ Part time _____
Type of trade or business: _____

1) Is 51% or more of your business owned by HPHC residents or by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.) Yes No

2) Are 30% or more of your full time, permanent employees HPHC residents or persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.) Yes No

3) Do you plan on subcontracting 25% or more of the estimated contract value to companies owned by HPHC residents or by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.) Yes No
If "yes" is checked, please provide supporting documentation.

4) Is your company a participant in HUD Youthbuild Programs in the Detroit Metropolitan area? Yes No
If "yes" is checked, please provide supporting documentation.

5) Please sign the following statement:

As authorized representative of

(name of company)

I certify that I (am) (am not) a qualified Section 3 Business.

I further certify that, if I am awarded the bid, and need to hire additional employees to complete the work, I will carry out Section 3 hiring, training and subcontracting requirements to the best of my ability.

(Signature) (Print Your Name) (Date)

If you Have more specific questions on Section 3 contracting, contact Douglas C. Gordon, Co-Recovery Administrator at (313) 868-4500 ext. 111 or at dgordon@highlandparkhc.org.

EXHIBIT B (Continued)

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 **Native Hispanic Asian/Pacific Hasidic Asian/Indian
American American American American Jewish American
American

_____ % _____ % _____ % _____ % _____ % _____ % _____ %

___ Woman-Owned ___ Woman-Owned ___ Disabled ___ Other (Specify):

(MBE) (Caucasian) (Veteran) _____ %
_____ % _____ % _____ % _____ %

W/MBE Certification

Number: _____

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

Signature Date Printed Name Company

PROFILE OF FIRM FORM (Exhibit C)

(This Form must be fully completed and placed under Tab No. 6 of the "hard copy" tabbed proposal submittal.)

(1) Federal Tax ID

No.: _____

(2) Michigan Business License No.: _____

(3) State of _____ License Type and

No.: _____

(4) Worker's Compensation Insurance Carrier:

_____ Policy
No.: _____ Expiration Date: _____

(5) General Liability Insurance

Carrier: _____ Policy No.
_____ Expiration Date: _____

(6) Professional Liability Insurance Carrier:

_____ Policy No.
_____ Expiration Date: _____

(7) 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 Michigan, or any local government agency within or without the State of Michigan? _____ Yes or _____ No

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

(8) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No

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

(9) 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.

(10) 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

Required HUD Form (Exhibit D)

HUD FORM 5369-B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Required HUD Form (Exhibit E)

HUD FORM 5369-C

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Required HUD Form (Exhibit F)

HUD FORM 5370-C

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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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.

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.

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 III, 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

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
 - (ii) 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.