



Punta Gorda Housing Authority

Request for Qualifications

For

Development Partner Services

Issue Date: February 06, 2024

Pre-submission Conference: February 20, 2025

Deadline for Questions: February 27, 2025

Submission Deadline: April 10, 2025

**PGHA RFQ for
Development Partner Services**

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PART I- INTRODUCTION

1.1 General Information

The Punta Gorda Housing Authority (PGHA) in Charlotte County, Florida is requesting Statement of Qualification submissions from parties with extensive affordable housing development experience. PGHA intends to procure a pool of qualified development partners to address PGHA's development priorities with the intent of developing high-quality, energy efficient, innovative, sustainable, mixed-income housing for Charlotte County families.

Development Partners will be selected based on experience. Selected partners will be expected to assist PGHA plan and implement feasible affordable and mixed-income housing development strategies utilizing a variety of financing tools to leverage PGHA funding, including but not limited to tax credits, debt, grants, and other approaches.

1.2 PGHA Background

PGHA is a public housing authority, serving residents of the City of Punta Gorda and Charlotte County, Florida. PGHA is governed by a Board of Commissioners, appointed by the Punta Gorda City Council and is responsible for oversight and policy setting for PGHA. Planning and management of PGHA operations are the responsibility of the Executive Director.

PGHA has 184 Public Housing ACC units and administers approximately 385 Housing Choice (Section 8) vouchers throughout Charlotte County. In recent years, PGHA has pursued an aggressive development agenda to replace public housing units lost through Hurricane Charley through mixed-income, mixed-finance transactions, including the construction of four new developments listed below:

- Gulf Breeze Apartments- 171 total family units, including 85 public housing, 83 LIHTC only, and 3 market-rate units, funded with 4% LIHTC and other sources; Developed in 2008- recently underwent an investor and general partner exit, whereby PGHA became sole owner of the property.
- Verandas of Punta Gorda I – 60 total senior units including 30 public housing and 30 PBV, funded with 9% LIHTC and other sources; Developed in 2016.
- Verandas of Punta Gorda II – 60 total senior units including 35 public housing and 15 PBV and 10 LIHTC-only, funded with 9% LIHTC and other sources; Developed in 2017.
- Verandas of Punta Gorda III – 72 total units including 4 public housing and 14 PBV and 54 LIHTC-only, funded with 9% LIHTC and other sources; Construction completed in 2025.

PGHA also owns a 30-unit public housing development named Oak Tree Village, which was significantly damaged during Hurricane Milton. Following the storm's devastation, the agency has secured Tenant Protection Vouchers from HUD for all existing residents and is working with HUD to obtain Section 18 approvals to demolish the property to prepare it for redevelopment. PGHA is also in the process of assessing Asset Repositioning options for its existing assets, which

will consider the redevelopment of Oak Tree Village, as well as the re-syndication of Gulf Breeze Apartments, as well as other means to preserve and expand affordable housing resources throughout Charlotte County.

1.3 Development Priorities

PGHA is seeking responses from interested, qualified development teams for the implementation of future affordable housing development. Through this solicitation, PGHA is seeking to select a pool of qualified developers for a series of development activities related to the preservation and repositioning of existing assets, the development of vacant agency-acquired land, as well as the possibility of other developer-proposed development activities through acquisition and new construction. While PGHA has listed several development priorities in this RFQ, it intends for awards made from this solicitation to go beyond this short list of priorities to include any existing asset, agency-owned land, or development or expansion initiative identified in the asset repositioning plan as a target for development, redevelopment, or rehabilitation. Early identified priorities for this RFQ include:

1. Possible Re-syndication and Rehab of Gulf Breeze Apartments
2. Redevelopment of Oak Tree Village

1.4 Method of Solicitation

PGHA is utilizing a Qualifications-Based Selection (QBS) method of procurement through this Request for Qualifications (RFQ) solicitation to select a pool of qualified developers. Under this method, Developer compensation will not be used as an evaluation factor. Responses will be evaluated by a PGHA evaluation committee utilizing the evaluation criteria outlined in Part V of this RFQ.

Based on the committee's evaluations, PGHA's Contracting Officer will determine if there are any firms that may be capable of providing the services described in this RFQ. PGHA may, at its sole discretion, request additional information and/or presentations/interviews with the firm or firms determined to have provided adequate qualifications.

PGHA may elect to approach a developer from the qualified pool to act as developer for one of the projects listed previously, or a different project as noted in Section 1.3.

The selected Development Partner(s) will be required to comply with all applicable HUD regulations pertaining to procurement of contractors and technical services and identity of interests. The Development Partner(s) will be required to follow a competitive solicitation process that is approved by PGHA for all other contractors in accordance with the terms and conditions of the Master Development Agreement.

PART II- DEVELOPER RESPONSIBILITIES

The selected Development Partner(s) will be responsible for developing and implementing strategies for the development of high quality, energy-efficient, innovative, sustainable, and affordable housing. The Development Partner(s) will be expected to: assemble and manage a team of qualified individuals, affiliates, subcontractors and consultants necessary to prepare viable development plans for each development project; secure the financing necessary to fund the development activities; obtain PGHA and HUD (if necessary) approval of development plans; and provide qualified professional project and property management services to operate each development phase.

Throughout the development effort, including each component phase, the Development Partner will work closely with all stakeholders, including but not limited to PGHA, PGHA 's residents, the surrounding community, other PGHA consultants, and local government partners. The Development Partner(s) will be responsible for ensuring that the development plan is approved, financed and implemented in a timely fashion.

2.1 General

- a. Oversee and Implement Development Efforts: Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the development fully and expeditiously as required by the MDA.
- b. Hire and Manage Consultants and Contractors Necessary for Planning and Implementation: The Development Partner(s) will procure other consultants and/or contractors and coordinate all tasks necessary for implementation of the development plan. At a minimum, the Development Partner(s) will need to procure, manage all consultants necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities including property management services deemed necessary to implement the project by the Development Partner(s) and PGHA and successfully lease up and manage each completed development phase.
- c. Maintain Communication Regarding Project Progress with PGHA, HUD, all key stakeholders, and the larger public: PGHA will establish a regular schedule of team meetings, in which the Development Partner(s) will participate. Moreover, the Development Partner(s) will be responsible for submitting monthly progress reports to PGHA, in such formats and media as PGHA might direct, detailing project progress and milestones achieved; updated critical path schedule; budget status and projections; Section 3 and MBE/WBE participation and other information deemed relevant by PGHA.

- d. Develop and Maintain Quality Control Measures: The Development Partner(s) is responsible for ensuring the project is implemented and managed with the highest quality standards. The Development Partner(s) will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- e. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule: Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- f. Foster Resident Involvement in Project Implementation: Facilitate and foster the involvement of PGHA-assisted and other neighborhood residents in the design and implementation of the development plans. In cooperation with PGHA, keep residents informed of the status of the revitalization, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- g. Be Responsive to Local Community, Neighborhood, and Governmental Interests: Promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments.
- h. Compliance with Laws, Rules and Regulations: The Development Partner(s) will comply with all applicable Federal, State, and local laws, rules and regulations. The Development Partner(s) will also establish systems and manage all Development Team Members proposed as well as all contractors, consultants and others providing service during the development effort to ensure their compliance with applicable Federal, State, and local laws, rules and regulations.
- i. MDE/WBE/DBE Opportunities: The Development Partner(s) will take affirmative steps necessary to assure that minority, women-owned and disadvantaged business enterprises are used to the greatest extent feasible consistent with Presidential Executive Orders 11625, 12138 and 12432. The selected Development Partner(s) shall have a viable program in place to assure the goals are met or exceeded. A monthly report (or other agreed to schedule) shall be provided to PGHA by the Development Partner(s) to accurately demonstrate the level of effort and compliance.
- j. Resident/Local Employment and Contracting: The Development Partner(s) shall develop and implement a comprehensive Section 3 Program consistent with PGHA 's Section 3 hiring requirements, as well as meeting other policy objectives aimed at improving the economic circumstances of individuals, households and companies in Punta Gorda. Applicable City of Punta Gorda Executive Orders and Ordinances will apply to this transaction. See Attachment III for more explicit discussion and explanation of Section 3 Requirements.

2.2 Predevelopment

- a. Prepare Development Plans: In consultation with PGHA, PGHA-assisted residents, the community and other interested stakeholders, and in compliance with the established MDA, the Development Partner(s) shall evaluate the identified property. Plans should include (but not be limited to) the following information: proposed scope, estimated development costs, proposed financing, marketability, projected operations, and proposed timeline.
- b. Prepare Feasibility Assessments, Market Analyses and Appraisals: The Development Partner(s) will manage the preparation of the feasibility assessments, market analyses and appraisals necessary to develop a viable development approach.
- c. Obtain Environmental Clearances: In collaboration with PGHA, procure the consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, including HUD environmental review approval (for the entire development effort and/or in phases as appropriate) under 24 CFR Part 50 or 58, as applicable.
- d. Plans and Specifications: The Development Partner(s) will be responsible for the preparation of all construction Plans and Specifications necessary to implement the construction of the project. Plans and Specifications must comply with the requirements of all local, State and Federal permitting and regulatory entities; including, but not limited to, Section 504 and Uniform Federal Accessibility Standards (UFAS) and meet or exceed HUD requirements for broadband infrastructure. In addition, Plans and Specifications must be prepared with the intent for the project to meet the highest possible cost-effective standards for energy efficiency. Plans and Specifications must also be comprehensive and must meet or exceed industry standards of quality and sustainability. Plans and Specifications must also be of the highest quality so that construction change orders and disputes are minimized. All Plans and Specifications will be subject to review and approval by HUD and PGHA.

2.3 Financing

- a. Produce an Overall Financing Plan: Produce an attainable financing plan for the overall development effort. The financing plan must demonstrate a sensitivity and approach to using public funds from any source in the most efficient manner, maximizing leveraging of such funds to the greatest extent possible.
- b. Financing Application(s): In accordance with the MDA, the Development Partner(s) will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the development plans in a timely fashion, which may include, but not be limited to tax credits; tax-exempt bonds; federal, state and local funds; and private debt.

- c. Maximize the Leveraging of Public and Private Resources: Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners, inclusive of PGHA. Ensure PGHA is involved in all aspects of the selection of financial partners to ensure that proposed terms are both competitive and reasonable. In this regard PGHA expects to review/approve solicitation documents, proposals, business terms and related contractual documents.
- d. Obtain Equity Investment: Using an open and competitive process, obtain equity financing commitment with the best terms currently available as required by the MDA and subject to PGHA 's approval.
- e. HUD Development Proposal(s): If necessary, provide required information and prepare any necessary HUD documents and related submissions for each phase required to obtain HUD approval of each development phase.
- f. Guarantees: In accordance with the MDA, provide all guarantees required for the successful financing of the development effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement.
- g. Operating Feasibility: As required in the MDA, structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project, including PGHA subsidized units, utilizing no more subsidy than committed by PGHA (as applicable).
- h. Accounting/Financing: As to be provided for in the MDA, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

2.4 Construction

- a. Hire Qualified General Contractors and Oversee Construction Activities: The Development Partner(s) will create and implement a competitive process for selecting the most qualified General Contractor. All such entities must have all necessary licenses, financial capacity and capabilities to perform the work. During construction, the Development Partner(s) shall provide oversight and management of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. As regular onsite construction monitoring is critical to the success of the project; the

Development Partner(s) must have a full-time onsite presence during the term of construction.

- b. Facilitate Necessary Site Improvements: Pursuant to the Agreement, the Development Partner(s) shall initiate and complete site work and infrastructure construction in collaboration with PGHA, local and regional public utility agencies and other private utilities.

2.5 Ownership and Asset Management

- a. Organize Ownership Entities: Upon completion of the development plan and its acceptance by PGHA, the selected Development Partner(s) will be expected to organize the necessary phase specific ownership entities and structures approved by PGHA and the requirements of other financing entities.
- b. Ensure the Short- and Long-Term Viability of the Developed Project: The Development Partner(s) shall coordinate with and oversee its selected property management firm to develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the Project and assure ongoing operation of the Project in full compliance with all applicable requirements and regulations.
- c. Market and Lease-up the Rental Units: The Development Partner(s) shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements. Such a strategy will accommodate persons and families on PGHA properties' eligible waitlists.
- d. Manage the Developed Project: The Development Partner(s) will be responsible for the management of all components of the developed site to ensure compliance with all funding providers' requirements and all PGHA and HUD requirements; and all applicable laws and regulations applicable to the development. The Development Partner(s) must be open to sub-management arrangements and the transition of management from the Development Partner's management agent to PGHA over time, subject to MDA negotiation and lender/investor approval.

PART III- ROLE OF PGHA

PGHA's level of participation throughout the development process will be determined by the terms and conditions negotiated with the selected Development Partner(s) and will be fully described in the resulting MDA(s). At a minimum, PGHA's level of participation will include all activities necessary related to compliance with applicable HUD regulatory requirements and the terms and conditions agreed to in the MDA.

3.1 General

- a. Landowner/Site Control: For land currently under PGHA ownership, PGHA intends to negotiate terms of the sale and/or long-term ground lease or other conveyance method for each site to be developed with the selected Development Partner(s).
- b. HUD Contact: PGHA will be responsible for all communication with HUD, which includes the submission of any necessary program and evidentiary documents to obtain all HUD approvals including, but not limited to, land disposition approval, review of construction plans and mixed-finance approvals. To the extent any such documents are within the particular knowledge or responsibility of the Development Partner(s), PGHA will expect the Development Partner(s) to be principally responsible for preparing such documents as PGHA may direct.
- c. Monitoring the Lease-up of PGHA /HUD Subsidized Units: PGHA will monitor the Developer's lease-up activities to ensure compliance, as applicable. If applicable, PGHA will also ensure compliance with PGHA 's Admissions and Continued Occupancy Plan (ACOP), Administrative Plan, and/or other applicable regulations and agreements required when PGHA is providing subsidy.

3.2 Predevelopment

- a. Due Diligence: PGHA may be involved in aspects of due diligence activities to ensure compliance with established plans and schedules and may assist with coordination with the City, local/state/federal agencies, and other entities as appropriate.
- b. Site/Unit Designs: PGHA may be involved in all of the design processes to finalize the site plan, the building designs and floor plans and must approve each stage (schematic, design development and construction document) before the design team is authorized to begin the following stage. Also, PGHA will review and submit (when required) to HUD for review and approval of the construction drawings and specifications.
- c. Performance Monitor: PGHA will monitor MDA established performance measures throughout the life of the development.

3.3 Financing

- a. Predevelopment Funding: Splits in predevelopment funding are subject to MDA negotiation with each selected development partner.
- b. Developer Fee: PGHA intends to play a significant role in each step of development activities including but not limited to coordinating necessary HUD reporting and approvals; coordinating with state, county and city officials to obtain approvals,

including tax waivers; reviewing and approving bidding documents; reviewing and approving funding applications and participation in construction management processes including, meetings, payment approvals, change order approvals and closeout.

- c. Approve Lender or Equity Solicitation and Terms: PGHA intends to participate in the development of the solicitation documents for investors and lenders. PGHA will also participate in negotiations with the selected investors and lenders and will approve the final terms and conditions of the equity or loan agreements.

3.4 Development Partner Oversight

- a. Asset Manager: PGHA will have asset management responsibilities related to any units in which PGHA or its affiliate have an ownership interest. PGHA will monitor Development Partner(s) compliance with applicable evidentiary documents.
- b. Procurement Approval: PGHA will monitor the various Development Partner(s) solicitation documents for the project to ensure they are in compliance with the terms and conditions described in the MDA and are in the best interest of the project.
- c. Monitor Development Partner(s)'s Compliance with Section 3: PGHA will monitor the Development Partner(s)'s plans and efforts for reaching its Section 3 goals and objectives.
- d. Monitor Development Partner(s)'s Compliance MBE/WBE Contracting Goals: PGHA will monitor the Development Partner(s)'s plans and efforts for reaching eligible Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) goals and objectives.
- e. Inspection by Landowner: PGHA as Landowner reserves for itself, its authorized agents, and HUD and its authorized agents, the right enter the property at any time to inspect the Project and any work in progress for the purpose of protecting or furthering the Landowner's and/or HUD's interest.

3.5 Contract Administration

- a. Payment Processing: PGHA will have the right to review/approve all payments made regardless of the funding source in accordance with the terms and conditions of the MDA.
- b. Contract Amendments: PGHA will have the right to review all project-related contract amendments and deliverables as outlined in the terms and conditions of the MDA.

- c. Approval of Deliverables: PGHA will have the right to review all project-related deliverables including but not limited to design documents, other studies and construction to ensure compliance with the terms and conditions of the associated contracts and the MDA.

PART IV- SUBMISSION REQUIREMENTS

All responses to this RFQ must contain the information listed below in a format, which correlates with each of the items listed.

1. Cover Letter

Provide a 1–2-page cover letter that includes the following:

- a. Summary of key information about the firm and its qualifications.
- b. Description of other affiliates, subcontractors or Team Members proposed for this engagement.
- c. Desired type of development activities and programs that the respondent wishes to be considered for in this solicitation, as described in Section 1.3 of this solicitation.
- d. Contact information for the primary contact person, including email/phone number.

2. Relevant Project Experience

Provide an overview of the Respondent's experience in the development of projects similar to the types of projects that your firm is interested in pursuing. Include the following information for the past five (5) years for the Respondent:

- a. List of market-rate, affordable, tax credit, project-based voucher, mixed-finance and/or RAD rental housing projects detailing client name; units/mix; total cost and cost per unit; sources of financing; investor name and equity raise; start and completion dates. Please denote any relevant experience with the Florida Housing Finance Corporation (FHFC), as applicable.
- b. Describe experience with affordable housing property management, including number of units currently managed.

3. Key Staff Experience

Provide profiles of key staff of the Respondent and each key team member that would be providing services.

4. Methodology

Provide a description of the methodology the Respondent would utilize to ensure successful implementation of a development project. Include proposed terms for roles, fee splits and cost sharing. Include proposed financing tools that your team would utilize and has experience in securing to ensure a fully sourced project.

5. Financial Capacity

Provide three concurrent years of the Respondent's most recent audited or Certified Public Accountant prepared financial statements from each member of the Development

Partner(s)'s team who will be providing any guarantees in connection with the development and operation of the project. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements should be placed in a separate sealed envelope marked "*Confidential.*"

6. DBE/MBE/WBE Experience and Participation Plans

- a. Describe Respondent's experience with DBE/MBE/WBE contracting on prior projects.
- b. Describe Respondent's plans for maximizing DBE/MBE/WBE contracting for PGHA projects.

7. Section 3 Plan

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.

- a. Describe Respondent's experience with Section 3 initiatives on prior projects.
- b. Describe Respondent's plans for maximizing Section 3 participation for PGHA projects.

8. Required Certifications

Complete the certification forms provided in Attachment IV.

PART V- PROCUREMENT PROCESS

5.1 RFQ Contact

PGHA Contracting Officer: Kurt Pentelecuc

Address: 340 Gulf Breeze Ave, Punta Gorda, FL 33950-5634

Phone Number: (941) 639-4344 ext. 402

Email: kurt@puntagordaha.org

5.2 RFQ Schedule

RFQ Issued	February 06, 2024
Pre-Submission Conference	February 20, 2025 The pre-submission conference is not mandatory. Firms may participate by conference call.
Deadline for Questions	February 27, 2025 All questions must be submitted in writing to the RFQ contact
Deadline for Submission	April 10, 2025 Fax copies will not be accepted. Any submissions received after the deadline will be considered non-responsive

5.3 Submission

Please submit one full electronic copy of the submission in PDF form by email, with the subject line "Development Partner(s) Qualifications for Developer Partner Services" to kurt@puntagordaha.org. Financial Statements should be included as a separate PDF attachment and marked "Confidential."

5.4 Evaluation and Award Process

PGHA reserves the right to cancel this RFQ or to reject, in whole or in part, all submissions received in response to this RFQ upon its determination that such cancellation or rejection is in the best interest of PGHA. PGHA further reserves the right to waive any minor informality in any submissions received, if it is in the public interest. The decision as to who shall receive a contract award, or whether an award shall be made as a result of this RFQ, shall be at PGHA's absolute sole discretion.

Qualifications received in response to this solicitation may be evaluated using a two-stage evaluation process. During Stage I of the evaluation process, firms will be evaluated and scored by an Evaluation Committee based on the Evaluation Criteria as described at the end of this section.

During Stage II of the evaluation process PGHA will allow firms that PGHA has determined have a reasonable chance of being selected, to provide an in-person presentation of their firm's experience and capabilities and to clarify any questions the Evaluation Committee may have about their firm. After completion of Stage II interviews, the Evaluation Committee will determine which firms are most qualified to select for the pool.

PGHA reserves the right to make no award should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services with acceptable terms and/or time period. PGHA further reserves the right to forego Stage II of the evaluation process and select the highest-ranking firms from the Stage I process. PGHA may, in its sole discretion, determine that it will be in the best interest of PGHA and/or the development project to contract with multiple firms through this solicitation process.

Contract award may be subject to approval by PGHA Board and the United States Department of Housing and Urban Development (HUD), as applicable.

5.5 Evaluation Criteria

Each submission will be evaluated based on the Evaluation Criteria contained below.

Evaluation Factor	Points
<p><u>Relevant Project Experience</u> The degree to which the respondent demonstrates:</p> <ul style="list-style-type: none"> • Successful experience in the planning, development, financing, construction, and management of complex, tax credit, project-based voucher, mixed-finance, mixed-income, or other affordable and market-rate rental development projects. • Successful experience with ownership and property management of market and affordable housing tax credit projects. 	30
<p><u>Key Staff Experience</u> Degree to which respondent demonstrates that key staff proposed has significant successful experience in their respective disciplines as required for the planning, development, and operation of the future developments.</p>	25
<p><u>Methodology</u> Degree to which the Respondent's Methodology demonstrates:</p> <ul style="list-style-type: none"> • Respondent's knowledge of possible affordable housing opportunities, creative strategies, and financing tools available nationally, locally and/or in the State of Florida. • Respondent's knowledge of the steps, processes and issues needed to implement an affordable housing and/or market rate development project, especially one with tax credits or HUD rental subsidy. • Respondent's ability to successfully complete the project. 	20
<p><u>Financial Resources and Financial Capacity</u></p> <ul style="list-style-type: none"> • Ability to obtain, structure, and implement financing for such projects. • The financial capacity (as Development Partner(s) and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Development Partner(s)'s discussion of how it intends to honor all guarantees should the need arise. 	15
<p><u>DBE/MBE/WBE Experience and Participation Plans</u></p> <ul style="list-style-type: none"> • Respondent demonstrates significant experience with DBE/MBE/WBE participation in development projects. • Degree to which Respondent's plan will reasonably maximize participation of DBE/MBE/WBE firms. 	5
<p><u>Section 3 Plan/Requirements</u></p> <ul style="list-style-type: none"> • Respondent's response demonstrates significant experience with Section 3 participation in development project. • Degree to which Respondent's plan will reasonably maximize participation of Section 3 residents and firms. 	5
Total	100

PART VI GENERAL CONDITIONS

6.1 Conflict of Interest

- a. The respondent warrants that to the best of its knowledge, belief and, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 - i. Respondent may have an unfair competitive advantage; or
 - ii. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the Statement of Qualifications submission.
- b. The respondent agrees that if, after award, he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the PGHA Contracting Officer. This shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. PGHA may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the PGHA Contracting Officer, PGHA may disqualify the respondent.
- d. The provisions of this Section shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of PGHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which PGHA was activated, and no other public official of such locality or localities who exercises an respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing.
- h. PGHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this Section.

6.2 Cost of Preparing the Statement of Qualifications

All costs incurred, directly or indirectly, in response to the Request for Qualifications shall be the sole responsibility of and shall be borne by the respondents.

6.3 Form of Contract

The acceptance of the proposed firm's offer for the services specified herein will be made by issuance of a duly authorized MDA prepared by PGHA. Respondents are cautioned to make no assumptions or accept any representations by a representative of PGHA concerning the award until an MDA is negotiated and executed.

6.4 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify PGHA in writing specifying the regulation which requires alteration. PGHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to PGHA.

6.5 Non-Conformance to Conditions/Specifications/Scope of Services

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the firm's expense. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement cost may be charged against the firm. Any violations of these stipulations may result in the firm's name being removed from PGHA 's Statement of Qualifications mailing list.

6.6 Assignment of Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of PGHA. Claims for sums of money due, or to become due from PGHA pursuant to the contract, may be assigned to a bank, trust company or other financial institution. PGHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting is attempted in the absence of the firm obtaining PGHA 's prior written consent the contract.

6.7 Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), PGHA, and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

6.8 Patents, Licenses, and Royalties

The successful firm shall indemnify and save harmless the City of Punta Gorda, PGHA and their employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by PGHA. If the vendor uses a design, device or material covered by letters, patent or copyright and understood that the proposal prices shall include all royalties or cost sing from the use of such design, device or materials involved in the work. Further, all residual rights to Patents, Licenses and Royalties (e.g., software and license to sue same purchased) shall revert to PGHA at the end of the Agreement.

6.9 Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Punta Gorda and PGHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

6.10 Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold PGHA harmless in every respect against tax liability.

6.11 Advertising

In submitting a Statement of Qualifications, the firm and their consultants agree not to use the results as a part of any commercial advertising.

6.12 Insurance

- a. The selected firm shall maintain at its expense during the term of the Contract the following insurance.
 - i. Worker's Compensation Employer's Liability of \$500,000 per accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
 - ii. Automobile Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
 - iii. Professional Liability Insurance in the amount of \$1 million.
 - iv. General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

PGHA shall be named as additional insured on all policies.

- b. The selected firm shall not hold the City of Punta Gorda and PGHA liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project. The firm agrees to hold the City of Punta Gorda and PGHA harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of PGHA while acting within the scope of their employment.
- c. The insurance company covering the firm must be licensed to do business in the State of Florida and have a Best's Guide rating of "A+" or higher.

6.13 Proof of Liability Insurance

The successful firm shall furnish to PGHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with PGHA. PGHA and the City of Punta Gorda must be listed as additionally insured.

6.14 Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.15 Removal of Employees

PGHA may request the successful firm to immediately remove from assignment to PGHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of Duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at PGHA.

6.16 Supervision

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to PGHA prior to contract start. The firm or his designated representative shall be readily available to meet with PGHA personnel. The successful firm shall provide the telephone numbers where its representatives) can be reached.

6.17 Performance Evaluation Meeting

The selected firm shall be readily available to meet with representatives of PGHA weekly the first month of the contract and as often as necessary to resolve any and all performance problems identified at these meetings.

6.18 Disputes

- a. Issues Causing Protest: Any respondent who disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.
- b. Filing the Protest: The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of the bid solicitation or intended or actual notice of award of their intent to file a formal written notice with the contact person listed in the solicitation.
- c. Content of Formal Written Notice: The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:

- i) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by PGHA 's notice of intended or actual award.
 - ii) A statement of how and when the respondent filing the protest received notice of the bid solicitation or notice of intended or actual award.
 - iii) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - iv) A concise statement of the ultimate facts alleged, as well as PGHA 's policies, which entitle the respondent filing the protest to relief.
 - v) A demand for relief the respondent deems themselves entitled.
 - vi) Any other information which the respondent contends is material.
- d. Response to Protest: Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Contracting Officer may set forth in writing particular facts and circumstances which require continuance of the solicitation process without the above-mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Contracting Officer's decision and will constitute final agency action.
- e. Resolution: The Contracting Officer may request such information pertaining to the matter, as he/she deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondent making the protest his/her decision.

6.19 Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by PGHA to comply with all Federal, State and local law reporting requirements.

6.20 Section 3 Clauses

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All Statement of Qualifications must also include a Compliance Plan for Section 3 requirements. (See Attachment III)

6.21 Project Personnel

Except as formally approved by PGHA, the key Statement of Qualifications shall be for the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to PGHA and approved by PGHA in writing.

6.22 Payment

To the extent required and pursuant to the schedule of deliverables in accordance with the final Development Agreement negotiated by the parties PGHA may make periodic payments for services provided as required under its agreement with the selected Developer/Development Team.

Payment made by PGHA to the selected Developer/Development Team will be a form approved by PGHA 's Board of Commissioners. The invoice is to be sent to:

**Accounts Payable
Punta Gorda Housing Authority
340 Gulf Breeze Ave, Punta Gorda, FL 33950-5634**

Upon review and acceptance of the invoice, payment shall be due and payable within 30 days.

6.23 Notices

All written notices required to be given by either party under the terms of the contract resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to PGHA shall be addressed as provided in the contract.

6.24 Cancellation

Irrespective of any default, hereunder PGHA may also at any time at its sole discretion cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

6.25 Laws

The contract shall be governed by the laws of the State of Florida and applicable federal law.

6.26 Contract Documents

Written contract documents will be prepared by PGHA and the selected Developer(s). Modifications may be adopted based on final negotiations and specific requirements of the contract under this RFQ.

6.27 Travel

All travel and miscellaneous expenses will be borne by the firm(s) selected.

6.28 Contract Award

The Contract for the selected Developer/Development Team shall be subject to the approval of PGHA 's Board of Commissioners and may be subject to approval by the U.S. Department of Housing and Urban Development.

ATTACHMENTS

Attachment I – HUD Form 5369-B Instructions to Offerors Non-Construction

Attachment II – HUD Form 5370-C General Conditions for Non-Construction Contracts

Attachment III – Section 3 Clause

Attachment IV – HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders

Attachment V - Limited Denial of Participation (LDP/Suspension or Debarment Status Certification)

Attachment VI - Non-Collusive Affidavit

Attachment VII - Authorization for Background and/or Financial Information

Attachment VIII - Acknowledgment of Addenda (Attachments)



*340 Gulf Breeze Ave, Punta Gorda, FL 33950
Phone (941) 639-4344 Fax (941) 639-1753
TTY (800) 955-8771*



Instructions to Offerors Non-Construction

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



- 03291 -

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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 an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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



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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



Section 3 Clause:

1. 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.
2. The parties to this contract agree to comply with HUD's regulations in 24CFR 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.
3. The contractor agrees to send each labor organization or representative of works with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitment 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 position, the qualifications for each; and the name and location of the person(s) taking the applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract 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.
5. 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 obligation under 24 CFR part 135.



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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



Addendum 5

Debarment Certification

The undersigned Offeror/contractor/vendor certifies that it has not been debarred, suspended or subjected to a Limited Denial of Participation (LDP) by the U. S. Government and will not, under this contract agreement, hire, contract with or otherwise do business directly or indirectly, with contractors or individuals who have been debarred, suspended or subjected to a Limited Denial of Participation (LDP) by the U. S. Government.

Firm Name

Signature

Printed Name

Title

Date



340 Gulf Breeze Ave, Punta Gorda, FL 33950
Phone (941) 639-4344 Fax (941) 639-1753
TTY (800) 955-8771





Addendum 6

NON – COLLUSIVE AFFIDAVIT

STATE of _____)

ss

COUNTY of _____)

_____, being first duly sworn, deposes and says:

That he/she is

of

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

(Company/vendor Name)

(Business Address)

(Signature)

(Title: Individual Principal)

(Signature)

(Title: Partnership Principal)

(Signature)

(Title: Corporate Principle)

Subscribed and sworn to before me this _____ day of _____, 20_____.

STATE of _____)

ss

COUNTY of _____)



340 Gulf Breeze Ave, Punta Gorda, FL 33950
Phone (941) 639-4344 Fax (941) 639-1753
TTY (800) 955-8771





Addendum 7

**Request for Qualifications:
Development Partner Services
for
Punta Gorda Housing Authority**

AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL INFORMATION

By signing this Authorization, the proposer authorizes the Punta Gorda Housing Authority (PGHA) to seek any background and/or financial information it deems necessary to evaluate the proposer's financial capacity in connection to the Request for Qualifications (RFQ) for Developer Partner Services.

Name of Proposer Entity

Signature of Authorized Representative

Printed Name of Authorized Representative

Date



340 Gulf Breeze Ave, Punta Gorda, FL 33950
Phone (941) 639-4344 Fax (941) 639-1753
TTY (800) 955-8771





Addendum 8

**Request for Qualifications:
Development Partner Services
for
Punta Gorda Housing Authority**

ACKNOWLEDGEMENT OF ADDENDA

Offeror has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: 1. HUD Form 5369-B Date Received: _____

Addendum Number: 2. HUD Form 5370-C Date Received: _____

Addendum Number: 3. Section 3 Clause Date Received: _____

Addendum Number: 4. HUD Form 5369-A Date Received: _____

Addendum Number: 5. Debarment Certification Date Received: _____

Addendum Number: 6. Non-Collusive Affidavit Date Received: _____

Addendum Number: 7. Authorization for Background Date Received: _____

Addendum Number: 8. Acknowledgement of Addenda Date Received: _____

(Offerors Name)

(Signature)

(Printed or Typed Name)



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