

**TAUNTON HOUSING
AUTHORITY/STOUGHTON HOUSING
AUTHORITY**

***REQUEST FOR QUOTES
for
Housing Quality (HQS) Inspectional Services
And
Uniform Physical Conditions Standards Services***

RFQ #120622

Proposals must be submitted electronically to tha@tmlp.net on or before 2:00 PM on December 27, 2022. Please mark "Inspection Services RFQ" in the subject line. Faxed proposals will not be accepted.

TABLE OF CONTENTS

- I. Request For Quotes Advertisement
- II. Scope of Work
- III. Proposal Submission Requirements
- IV. Proposal Evaluation
- V. Attachments
 - a. Statement of Qualifications Form
 - b. Anti-Collusion and Anti-Fraud Certificate
 - c. Instructions to Offerors Non-Construction HUD 5369B
 - d. Certifications, Representations, and Other Statements of Offerors, Non-Construction HUD 5369C
 - e. General Conditions for Non-Construction Contracts Section 1 HUD 5370C
 - f. Reference Form
 - g. Section 3 of the Housing and Urban Development Act of 1968

I. ADVERTISEMENT FOR REQUEST FOR QUOTES (RFQ)

The Taunton Housing Authority (“THA”) and Stoughton Housing Authority (“SHA”) requests quotes from qualified Offerors to conduct property inspections in accordance with the Department of Housing and Urban Development’s (HUD’s) Housing Quality Standards (HQS) 24 CFR 982.401 regulations and (HUD’s) Uniform Physical Conditions Standards. The contract is effective January 1, 2023, through December 31, 2023. The Offeror shall submit a Price Fee Schedule separately for each Housing Authority for all inspectional services requested. Offerors will be responsible for all communication, correspondence, and documents relative to such inspections. The THA/SHA will be responsible for providing the inspection form. The THA is seeking inspections for a maximum of 452 elderly/disabled combined State and Federal units, a maximum of 164 family State units, approximately 560 to 600 HCV units, and 22 HQS Quality control (HCV) units. The “SHA” is seeking inspections for a maximum of 225 elderly/disabled combined State and Federal units, a maximum of 43 family Sate units, 30 Housing Choice Vouchers and 6 HQS Quality control (HCV) units.

Proposals must be submitted electronically to tha@tmlp.net on or before 2:00pm on December 27, 2022. Please mark “Inspection Services RFQ” in the subject line.

Faxed proposals will not be accepted.

II. SCOPE OF WORK

A. INTRODUCTION

The THA/SHA requests quotes for conducting property inspections in accordance with Department of Housing and Urban Development’s (HUD’s) Housing Quality Standards (HQS) 24 CFR 982.401 and (HUD’s) Uniform Physical Conditions Standards. The effective date of the contract is January 1, 2023, through December 31, 2023. The Offeror shall submit a Price Fee Schedule for each inspection type and bedroom size.

SCHEDULING

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours for Uniform Physical Conditions Standards Inspections and 10 calendar days for HQS Inspections. These must be scheduled between 8:30 a.m. and 4:00 p.m. Monday thru Friday.

B. METHODS

The Contractor will inspect only units as requested by the THA/SHA and will render a report for each unit inspected utilizing the inspection module in the contractor’s handheld device; as to the

conditions and/or defects noted, the individual responsible for the noted conditions and/or defects (i.e., tenant or owner) and the recommended repairs. Each item on the inspection checklist must receive a rating of pass, pass having recommendations, fail, or inconclusive. The contractor shall make clear notes about the nature of all fail and inconclusive items. For the unit to receive a pass rating, no fail or inconclusive items can be noted on the inspection checklist. Handwritten reports will not be accepted.

Contractor will be responsible for:

1. The contractor will schedule appointments with landlords and/or tenants within the time stated herein by the THA/SHA. The Taunton Housing Authority, Section 8 Landlords and the Tenant/Participants shall receive notification of the scheduled inspection date.
2. Documenting each inspection in your handheld device and noting thereon when appropriate, information relating to the unit, deficiencies, failures, and tenant-caused damage or deficiency.
3. The contractors will inform the THA/SHA and Section 8 Landlord of any life-threatening deficiencies noted during the inspection IMMEDIATELY.
4. Submitting copies electronically and via U.S. Mail of all correspondence with Landlords and/or Tenants to THA/SHA.
5. Any 24 hour fails noted during the inspection must be immediately called in to the THA/SHA maintenance staff or Section 8 Leased Housing staff.
6. Maintaining confidentiality of records regarding program participants.
7. Any individual employed by the Offeror, whether directly or indirectly must comply with Massachusetts COVID-19 guidelines.
8. All failed HQS inspections, regardless of type, must be emailed and mailed via U.S. MAIL to both the Landlord and the Leased Housing Department.

D. TYPES OF INSPECTIONS:

The THA/SHA conducts the following types of inspections as needed:

- Initial Inspections. THA/SHA is required to conduct initial inspections in response from the family to approve a unit for participation into the program. These inspections must be done within 5 calendar days of the contractor receiving the family's information. The unit must pass the HQS inspection or be determined inconclusive before the effective date of the HAP Contract. Any Failed move in inspections must be re-inspected. Initial inspections must include pictures for each room and front of dwelling, along with square footage of the unit and submitted immediately to the THA/SHA.
- Annual Inspections. HUD requires the PHA to inspect each unit under lease at least annually/biannually to confirm that the unit still meets HQS or UPCS.
- Special inspections. At any time, a special inspection may be requested by THA/SHA if it is deemed to be in the best interest of the authority to do so.
- Quality Control Inspections. HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS inspections are being enforced correctly and uniformly by all inspectors. The units will be selected by the Housing Authority. These inspections will be completed by an inspector who did not conduct the previous inspection. Said inspector shall notify the THA/SHA of the results of the re-inspection daily.

E. REPORTS

There may be additional special reports required which are related to this contract, if deemed necessary by the THA/SHA. The Contractor shall use inspection report forms and letters approved by the THA/SHA, for purposes of inspection.

Life Threatening Emergencies. If the contractor's personnel determine that the dwelling unit has failed the inspection due to a "life threatening emergency", the contractor must immediately report the existence of the emergency to the THA/SHA, the Section 8 landlord and the tenant in cases of tenant-caused "life threatening emergencies".

Weekly: On a weekly basis, the Contractor shall submit to the THA/SHA all completed inspection reports and all correspondence with landlord and/or tenant. Initial Inspection Reports must be submitted immediately. The Contractor's transmittal letter shall be numbered in sequence, accounting for cumulative units previously submitted, number of units submitted in this report, and a list of inspections scheduled for the week ahead.

F. PERFORMANCE STANDARDS AND MEASURES

Personnel conducting inspections or accompanying inspector must have complete knowledge/experience of UPCS and HQS rules and regulations. Personnel must be courteous, conduct themselves in a professional manner, and must be bondable. It is very imperative that the contractor(s) demonstrates THA/SHA standards of integrity, professionalism, and customer focus. Contractor employees must wear name badges with photos, identifying them by name and firm. All employees must possess a valid Massachusetts Driver's License.

By undertaking this contract, Contractor certifies to the Authority that the inspectors and any persons entering residents' apartments have not been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety, or welfare.

Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the Authority in the event any claims should arise from the acts or omissions of such inspectors or personnel.

The Contractor is responsible for making appointments with the tenant and/or landlord for inspections. The Contractor will not be entitled to payment for a unit except when a unit has been inspected and an inspection report has been issued. The Contractor will make up to (2) attempts to inspect a unit, without cost to the THA/SHA and reschedule a third attempt after THA/SHA approval.

G. GENERAL CONDITIONS

General: It is the intent of these Contract Documents to provide a uniform basis for selecting a Contractor to provide the services as outlined in the RFQ. The THA/SHA, and Contractor reserves the right to cancel the Contract at any time without cause upon thirty (30) day written notice to the other Contractual party. This RFQ and any submission by the Offeror shall become part of the contract documents.

1. HUD Contract Terms: Since the contract is funded in part with U.S. Dept. of Housing and Urban Development (HUD) funds, contract provision forms required by said agency are attached hereto and incorporated by reference.
2. RESOURCES AND MATERIALS: All resource materials and records reviewed or created by the Contractor shall become the property of the THA/SHA.
3. TIME IS OF THE ESSENCE: Time is of the essence of this contract; however, the Contractor shall not be liable for delays or failures due to acts of God, war, fires, strikes, embargo fault of the THA/SHA, etc. PROVIDED THA/SHA within (5) days after such occurrence, the Contractor gives written explanation for the cause to the

THA/SHA's Leased Housing Coordinator. The Leased Housing Coordinator or Elderly/Disabled Site Manager shall then ascertain the facts and extent of the delay and/or failure. His/her findings of the facts thereon shall be final and conclusive.

4. **PAYMENT:** The contractor will invoice THA/SHA monthly and itemize each inspection performed. The contract will be a firm fixed price for inspections. The Offeror shall be responsible for all other costs associated with said inspection services and shall NOT receive additional reimbursement for such items as mileage allowance, gasoline, postage, or other expenses. The THA/SHA will not reimburse the Contractor for any such costs or expenses. Further, the THA/SHA will not pay for "no shows". The Offeror shall be an independent contractor of the THA/SHA and shall NOT be deemed an employee of the THA/SHA for any purpose whatsoever, including withholding taxes, unemployment or workman's compensation, liability, health insurance, retirement benefits, or vacation or sick leave.

5. **SUBSTITUTION OF PERSONNEL:** For purposes of this RFQ the term personnel shall mean any individual employed by the Contractor, whether directly or indirectly. Prior to any substitution of personnel, the Contractor shall request approval from the THA/SHA of any substitution, such approval not to be unreasonably withheld.

H. INSURANCE REQUIREMENTS

The limits of liability for the insurance required under this contract shall not be less than as follow:

Workman's Compensation
Employer's Liability \$1,000,000
Contractor's Liability Insurance
General Aggregate \$1,000,000
Products-completed operations aggregate \$1,000,000
Personal Injury \$1,000,000 each occurrence
Bodily Injury/property damage \$1,000,000
Excess Liability
General Aggregate \$1,000,000
Each Occurrence \$1,000,000
Auto Insurance \$1,000,000

The Successful respondent must provide certificates of the above coverage and submit a certificate of General Liability Insurance with the Taunton Housing Authority and Stoughton Housing Authority named as an additional insured on the policy prior to commencement of the contract.

I. GENERAL INDEMNIFICATION

The contractor shall indemnify, defend, and save harmless the THA/SHA and its administrator, officers representative, agents, attorneys, and employees in both individual and official capacities, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees whether in whole or in part.

III. PROPOSAL SUBMISSION REQUIREMENTS

This section provides information concerning forms and required contents of quotes submitted in response to this RFQ. All proposals must comply with the requirements of this section in order to be evaluated by the THA/SHA.

Proposals must be received electronically to tha@tmlp.net on or before 2:00 pm on December 27, 2022. Please mark "Inspection Services RFQ in the subject line.

Faxed proposals will not be accepted.

- No proposal will be accepted after 2:00 PM on December 27, 2022.
- Proposals must be organized according to the following format and address each of the points detailed below.

“Part One – Technical Quote” shall include the following:

1 – Letter of Transmittal: must be signed by a company official authorized to bind the Offeror and, must identify all parties to the proposal. Include the name, address and telephone number of the person (s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the Offeror, if selected, to provide the services specified in accordance with the terms and conditions provided. The letter must indicate whether or not any of the parties to the proposal have been disbarred or otherwise prevented from participation in HUD-funded projects, at any time.

2 – Agency Qualifications: For purposes of this RFQ the term personnel shall mean any individual employed by the Offeror, whether directly or indirectly. Provide a narrative indicating the identity and qualifications. Include a resume(s) of key personnel to be involved with this contract and a statement that indicates how many years of experience individuals have serving public housing authorities. Include a copy of all your inspectors’ HUD Housing Quality Standards Certification and provide evidence of experience in conducting Uniform Physical Conditions Standard Inspections. By undertaking this contract, Contractor certifies to the THA/SHA that the inspectors and any persons entering residents’ apartments have not been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety, or welfare of residents. This shall be confirmed by the Contractor obtaining a CORI Report on all of its employees that will be conducting inspections. Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the THA/SHA in the event any claims should arise from the acts or omissions of such inspectors or personnel. The Contractor shall execute and submit a Contractor Certification of Employee Conduct.

3 –Work Plan (Scope of Work).

- a. Provide a detailed plan of services indicating coordination of inspections capabilities, availability of staff as required to meet scheduling requirements, and the reporting of all documents **electronically**.
- b. Describe scheduling for conducting all property inspections. Offeror should describe the availability of personnel on an ongoing basis and in contingency situations.
- c. Describe capabilities to meet scheduling and conducting of annual inspections and Section 8 Quality Control inspections as required.
- d. The Offeror should provide the THA/SHA with a description of their notification process for each type of inspection.
- e. Describe Offeror’s capabilities to schedule inspections within 72 hours of assignment by the THA/SHA. In the event the THA/SHA determines the need to revise its system, describe Offeror’s capabilities to accommodate said changes.
- f. Describe Offeror’s firm’s capability to conduct a maximum of all units as indicated in Section I - Advertisement for Request for Quotes (RFQ).
- g. Describe Offeror’s firm’s ability and procedures for informing the THA/SHA of any life-threatening deficiencies noted during the inspection IMMEDIATELY.
- h. The Offeror will indicate that they meet the time constraints mandated by HUD for the THA/SHA to comply with SEMAP requirements.
- i. Describe Offeror’s customer service capabilities in particular telephone call center processes and protocols to handle telephone calls from THA/SHA, landlords, tenants, and other parties.

4 – Experience with Other Contracts: Provide a statement that details the Contractor’s prior experience with other contracts of this type that have been performed by the Contractor within the past five (5) years. Please provide a minimum of (3) references from current and/or former public housing authority clients including experience conducting Uniform Physical Conditions Standard and HQS Inspections. Please indicate the number of inspections annually you have completed under each of these contracts.

5 – THA/SHA Certifications: Complete and sign the required forms and certifications included in the RFQ:

- a. Statement of Qualifications
- b. Anti-Collusion and Anti-Fraud Certificate
- c. Certifications, Representations, and Other Statements of Offerors, Non-Construction HUD 5369C
- d. Instructions to Offerors Non-Construction HUD 5369B
- e. General Conditions for Non-Construction Contracts Section 1 HUD 5370C
- f. Section 3 of the Housing and Urban Development Act
- g. Reference Form

6 – Price Structure: Fee Pricing will include costs for all communication, correspondence, and documents relative to such inspections. The fee pricing must be signed in ink by a company official authorized to bind the Offeror.

Provide fee pricing separately for each Housing Authority for each inspection type and bedroom size (1-4) thereof as follows:

- Cost for annual inspections (UPCS and HQS)
- Cost for HQS and quality control inspections
- Cost for Initial HQS Inspections
- Cost for Special Inspections

IV. QUOTE EVALUATION

All quotes will be reviewed using the following six evaluation tools:

1. Organization Capacity - The company's ability to demonstrate that they can adhere to the terms of this RFQ. (20)
2. Organization knowledge and experience performing HUD's UPCS inspections (20)
3. Organization knowledge and experience performing HUD's HQS inspections (20)
4. Offeror included all required forms, certifications and insurance as outlined in Section 5 (10)
5. Price Schedule (20)
6. Minority-owned or women-owned business enterprise or Section 3 business concern - If the Offeror is a minority-owned or women-owned business enterprise or a Section 3 business concern, as defined in Section 3 of the Housing and Urban Development Act of 1968, as amended, the proposal will be given a rating of "highly advantageous." Documentation of such status shall be submitted by the Offeror. If applicable, please insert a "Letter of Intent – Minority/Women Business Enterprises Participation" form in Section 5 of the Narrative Proposal. (10)

The undersigned agrees that, if he/she is selected as the contractor, he/she will within seven (7) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the THA/SHA, execute a contract in accordance with the terms of this Request for Quotes.

It is understood that the Taunton Housing Authority may reject any and all quotes if the Taunton Housing Authority and Stoughton Housing Authority deems it is in its best interest to do so.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of, 2022.

Name of Company

Business Address

Signature

Date

STATEMENT OF QUALIFICATIONS FORM

A. Name and address of Consultant:

B. _____ Corporation _____ Partnership _____ Sole Proprietorship

C. Name of President or Owners:

(Title)

D. Number of years in Business:

E. Number of Employees:

F. Please list all individuals in the firm, number of years with the company, and tasks to be performed by each. Attach Resumes.

G. References: Company, Contact Name and Phone Number

H. Individual preparing statement:

Signature

Print name

Title

Date

TAUNTON/STOUGHTON HOUSING AUTHORITY

CONTRACT NAME _____

CONTRACT NO. _____

ANTI-COLLUSION AND ANTI-FRAUD CERTIFICATE

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any Authority official or employee or agent, either directly or indirectly. The Contractor declares that, as of the date of this quote, no Authority official, either directly or indirectly, has a financial interest in this proposal, and furthermore, the Contractor pledges that it shall notify the Authority in writing should any Authority official acquire, either directly or indirectly, a financial interest in this Quote. The Contractor further declares that, as of the date of the Quote, neither it nor any person on its behalf, has given or donated or promised to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract. The Contractor pledges that, in the future, neither it nor any person on its behalf, will give or donate or promise to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract.

(Person signing bid or proposal)

(Name of business)

(Date)

Instructions to Offerors

Non-Construction

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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

REFERENCE FORM

Offeror: _____

RFP Title: _____

Offeror must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Contact Name: _____

Address: _____

Phone/Fax: _____

E- Mail: _____

Description and date(s) of supplies or services provided:

Contact Name: _____

Address: _____

Phone/Fax: _____

E- Mail: _____

Description and date(s) of supplies or services provided:

Contact Name: _____

Address: _____

Phone/Fax: _____

E- Mail: _____

Description and date(s) of supplies or services provided:

Contact Name: _____

Address: _____

Phone/Fax: _____

E- Mail: _____

Description and date(s) of supplies or services provided:

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Operational Plan Summary:

The Taunton Housing Authority (THA/SHA) is committed in assisting the residents of its housing developments and voucher participants to achieve self-sufficiency by providing opportunities for training and employment. The THA/SHA provides employment opportunities on construction projects by encouraging its contractors to hire qualified residents of THA/SHA housing, refers and connects residents to job training and placement opportunities, and provides coordination that facilitates these efforts. The THA/SHA provides employment opportunities by hiring qualified residents of THA/SHA public housing to fill available THA/SHA positions.

- The THA/SHA will formalize recruiting and hiring policies and practices that commit to a goal that allows at least 30% of the aggregate number of new hires each year at the THA/SHA to be qualifying public housing residents.
- The THA/SHA requires all contractors and subcontractors to commit to a goal to hire qualifying THA/SHA residents for at least 30% of the new positions created as a result of contracts with THA/SHA in the amount of \$25,000.00 or more.
- The THA/SHA commits to a goal that at least 10% of the total dollar amount of contracts for construction, repair and rehabilitation be awarded to qualifying Section 3 business concerns and that at least 3% of the total dollar amount of all other THA/SHA contracts are awarded to qualifying Section 3 business concerns.
- The THA/SHA refers and informs the residents of public housing of available job training, education, and personal development programs in order to establish a potential qualifying list of job applicants. In order to assist residents in these efforts, the THA/SHA will direct residents towards any additional support services required for participation.

Implementation:

The Human Resource Department is charged with the overall responsibility of Section 3 implementation and maintaining all pertinent information and records as required. To be effective and responsive in this endeavor this office works closely with the office/department of Administration, Modernization, Maintenance, Finance, Resident Services.

In order to comply with the Section 3 mandate, the THA/SHA undertakes activities such as:

- Overall outreach and recruitment to residents;
- Publicizing the availability of job opportunities;
- Providing information and referral to residents relevant to training and educational programs in order to promote job readiness;
- Making provisions in all contracts relevant to resident hiring;
- Maintaining lists of Section 3 business concerns and their specialties;
- Assisting Section 3 business concerns in areas as requested to make them eligible for participation with THA/SHA activities.

By undertaking this contract, vendor certifies to the Authority that the inspectors, and any persons entering residents' apartments and/or cellars have not been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of residents.

Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the Authority in the event any claims should arise from the acts or omissions of such inspectors or personnel.

Name _____

Title _____ Date _____

THE TAUNTON/STOUGHTON HOUSING AUTHORITY

INSURANCE COVERAGE CHECKLIST

TO THE OFFEROR:

Please list the amount of insurance coverage that your firm currently carries.

| INSURANCE COVERAGES | LIMITS | NAME OF CO. |
|-------------------------------|--------|-------------|
| 1.0 Workers Compensation | _____ | _____ |
| 2.0 Employers Liability | _____ | _____ |
| 3.0 General Liability | _____ | _____ |
| 4.0 Automobile Liability | _____ | _____ |
| 5.0 Ind. Contractor Liability | _____ | _____ |
| 6.0 Personal Injury | _____ | _____ |
| 7.0 Professional Liability | _____ | _____ |

Please provide a contact person and phone number for each type of insurance carried by your firm.

OFFEROR'S STATEMENT

I understand the insurance requirements and will comply in full if awarded the contract.

Signature Date

Name (Printed or typed)