



## REQUEST FOR PROPOSALS

### LEGAL REPRESENTATION

RFP NO. 02-2022

### SAN BENITO HOUSING AUTHORITY

1400 N. Reagan St.  
San Benito, TX 78586

Art Rodriguez

**Proposal Due:** August 5, 2022

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## RFP INFORMATION AT A GLANCE

**TABLE 1.0**

<b>SBHA CONTACT PERSON (CONTRACTING OFFICER)</b>	Art Rodriguez, Executive Director Phone 956-399-7501; <a href="mailto:arodriguez@sanbenitohousing.com">arodriguez@sanbenitohousing.com</a>
<b>HOW TO OBTAIN THE PROPOSAL DOCUMENTS</b>	RFP Documents can be obtained by sending an e-mail request to <a href="mailto:info@sanbenitohousing.com">info@sanbenitohousing.com</a> E-mail must include contact name, company/agency name, contact phone number, e-mail address and must reference <b>RFP 02-2022</b> in subject line
<b>QUESTIONS</b>	Any questions or requests for further information must be submitted in writing no later than 5:00 p.m. CST. On Monday, July 29, 2022, by e-mail to <a href="mailto:info@sanbenitohousing.com">info@sanbenitohousing.com</a>
<b>PROPOSAL SUBMITTAL DEADLINE</b>	<b>3:00 p.m. on Friday, August 5, 2022</b> San Benito Housing Authority 1400 N. Reagan St. San Benito, TX 78586  (Proposal must be received in-hand and date and time-stamped by the SBHA no later than 3:00 p.m. on this date)
<b>ANTICIPATED APPROVAL BY SBHA BOARD OF DIRECTORS</b>	Wednesday, August 17, 2022 Regular Board Meeting 1400 N. Reagan St. San Benito, TX 78586

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of the SBHA.

## 1.1 Background

The San Benito Housing Authority (SBHA) is chartered in the State of Texas. As a public benefit corporation, the SBHA provides subsidized housing within the City of San Benito, Texas, in accordance with federal legislation. The SBHA's major funding comes from grants and subsidies by the United States Department of Housing and Urban Development (HUD). The SBHA also earns rent, administrative fees, and receives private donations.

The SBHA's governing body is a five-member Board of Commissioners appointed by the Mayor of San Benito. The SBHA's Executive Director, Art Rodriguez, has been leading the organization since October 1, 2021. The Authority currently has 20 employees.

The SBHA's comprehensive reporting entity includes the following:

Housing Authority of the City of San Benito (SBHA)  
Community Housing Service Corporation Inc. (CHSCI)  
San Benito Housing and Development Corporation (SBHDC)

SBHA also provides monthly rental assistance to a maximum 363 qualifying low and moderate-income families in San Benito, Texas, through HUD's Housing Choice Voucher program (formerly known as Section 8).

For both public housing residents and assisted housing clients, SBHA offers (in partnership with numerous community organizations) a variety of supportive services. These services include counseling, case management, drug education and violence prevention, job training, medical assistance, and youth enrichment.

## 1.2 Solicitation

The San Benito Housing Authority (SBHA) is issuing this Request for Proposal ("RFP") to qualified and experienced legal practices interested in providing **Legal Representation** services as set forth in the Scope of Services section.

SBHA reserves the right to award separate agreements for **Legal Representation** services based on criteria that SBHA determines to be appropriate, or to award a General Counsel agreement for representation on general matters.

Responders will be required to perform all services requested under this RFP in accordance with best practices, professional, and ethical standards pertaining to the practice of **Legal Representation** services.

## 1.3 Procurement Authority

All matters and issues related to this RFP, and any contract resulting from the RFP shall be governed by the regulations included in **24 C.F.R 85.36**; and procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, Rev- 2; applicable State and Local laws and the Statement on Procurement Policy for the San Benito Housing Authority.

The selected Legal Service Representative shall be thoroughly knowledgeable of Federal and State Laws relating to affordable housing, public housing authorities, and the applicable laws.

#### **1.4 Laws and Regulations**

This procurement may be funded in whole or in part by grants provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Texas and Cameron County Texas, will apply to the resulting awarded agreement(s).

#### **1.5 Obtain Copies of this Solicitation**

Single copies of the response package may be obtained, at no cost by visiting the SBHA website at: [www.sanbenitohousing.com](http://www.sanbenitohousing.com)

Hard Copies may be available in person as the address below:

**San Benito Housing Authority  
1400 N. Reagan St.  
San Benito, Texas 78586**

Persons wishing to be mailed copies may request via email: [info@sanbenitohousing.com](mailto:info@sanbenitohousing.com)

## PART II – SUPPLEMENT INSTRUCTIONS TO RESPONDENTS

### 2.1 Submission of Response

The instructions below provide guidance on what the qualification-based submittal should contain and how it should be organized. **Respondents should deliver two (2) complete sets, (one (1) original and one (1) copy).** All submittals must be assembled in the order described in this RFP, in a sealed envelope or box clearly marked with the words “RFP #02-2022 Legal Representation”

Sealed responses to this solicitation must be received by the SBHA no later than, Friday, August 5, 2022, at 3:00 p.m., at the San Benito Housing Authority, 1400 N. Reagan St., San Benito, TX 78586.

All Proposals must be submitted in accordance with the conditions and instructions provided herein. All Proposals must remain open for acceptance for one hundred and eight days (180) from due date.

### 2.2 Interpretations/Questions

During the period between issuance of the RFP and the Proposal due date, no oral interpretation of the RFP’s requirement will be given to any prospective respondent. Request for interpretation must be made, in writing, at least five (5) days before the submission due date and time to: Email: [info@sanbenitohousing.com](mailto:info@sanbenitohousing.com).

### 2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, the SBHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, the SBHA will issue an addendum to the RFP setting forth the nature of the modifications(s). The SBHA will email (or send via regular postal mail or fax upon written request of the Respondents) any addenda to Respondents of the RFP Solicitation. Interested parties may also view addenda on the SBHA’s website [www.sanbenitohousing.com](http://www.sanbenitohousing.com) It shall be the responsibility of each Respondent to insure they have any/all additional addenda relative to this RFP.

All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e., firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation— “substantive” meaning, when decisions pertaining to the RFP are made—between the SBHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.

This does not mean that prospective Proposers may not call the CO—it simply means that, other than making replies to direct the prospective Proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective Proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective Proposer in writing by addendum.

## **2.4 Contact with the SBHA Staff, Board Members, and Residents**

Beyond the above referenced written communications, except for the current legal representative, respondents and their representatives may not make any other form of contact with the SBHA Staff, Board Members, or Residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

## **2.5 Proposal Format**

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used provided; they fold into 8 ½ x 11 inches. All copies of the submittal must be identical in content and organizations. The format of the Respondent's Proposal should be structured the same as the format of the RFP. Organize the proposal in response to the Submission Requirements (Exhibit A) and tabbed for ease of review, taking care to address all issues identified in the Scope of Service. Provide a comprehensive Table of Contents at the front of the proposal (Attachment B). The front cover of the proposal should bear the name of the RFP, the date, and the Respondent's name, address, phone, fax number, and email address.

## **2.6 Submittal Forms**

Provide, as a part of the Proposal, all required certifications and HUD forms, licenses, and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

## **2.7 Acceptance of Proposals**

Proposals must be signed, sealed, and received in completed form at the SBHA, no later than the Proposal closing date and time. Proposals submitted after the designated closing date and time will not be accepted for any reason and will be returned unopened to the originator.

The SBHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

The SBHA also reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of similar nature; that is not in a position to perform the contract. Alternatively, who habitually without just cause neglected the payment of bills or disregarded its obligations to subcontractors, providers of materials, or employees.

## **2.8 Time for Reviewing Proposals**

Proposals received prior to the closing date and time will be securely kept, unopened. No Proposals received after the closing date and time will be considered. All Proposals properly received will be evaluated by SBHA's Evaluation Committee. The Evaluation Committee will analyze proposals within the 10 days of the date and time due and a recommendation for Award of Contract or not to award to the SBHA Board of Commissioners.

**2.8.1 Evaluation Committee:** The SBHA anticipates that it will select a minimum of a three-person identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 2.4 of this document, the designated

CO is the only person at the SBHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

## **2.9 Withdrawal of Proposals**

Proposals may be withdrawn by means of a written request or faxed requests dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt and must be signed by the Respondent. In addition, withdrawals must be postmarked prior to the date and time set for proposal opening. Negligence on the part to the Respondent in preparing their proposal confers no right to make modifications or withdraw proposal after the due date and time.

## **2.10 Award of Contract**

Contact shall be awarded to the Respondent submitting a proposal according to the evaluation criteria contained herein, provided the proposal is in the best interest of the SBHA. The Respondent to whom the award is made will be notified at the earliest practical date.

## **2.11 HUD Debarment and Suspension List**

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list ([www.sam.gov](http://www.sam.gov)).

## **2.12 Certification of Legal Entity**

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under Texas State Law and the City of San Benito, Texas.

## **2.13 Cost Borne by Respondent**

All cost related to the preparation of this RFP and any related activities are the responsibility of the Respondent. The SBHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

## **2.14 Best available Data**

All information contained in this RFP is the best data available to the SBHA at the time of the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and the SBHA assume no liability for any errors or omissions.

## **2.15 Licenses**

The awarded individual/firm or lead firm shall have and maintain all required licenses necessary to conduct business in the City of San Benito and the State of Texas. All licenses must be kept up to date

for the duration of the awarded contract. Copies of all licenses must be in the Procurement/Contract Office prior to contract execution.

#### **2.16 Respondent Responsibilities**

Each Respondent is presumed by the SBHA to have thoroughly studied this RFP and become familiar with the contents, locations, nature of requests, covered by the RFP. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

#### **2.17 No Claim Against SBHA**

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against SBHA or SBHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of the SBHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

## **PART III – SUBMISSION REQUIREMENTS**

Listed below are the sections that must be included in Respondent's proposal. Each section must be clearly labeled using the bold-faced titles listed below. The required submission must be bound, and each section tabbed.

### **3.1 Company Information**

Please furnish a brief history of your company including how long you have been in business, major offices located in San Benito, Texas and/or major offices located in the southern United States (include with Attachment C).

### **3.2 Staffing and Qualifications**

The Respondent must submit a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within area four (4) of Attachment C, Form Profile of Firm. Such information shall include the proposer's qualifications to provide the services, a description of the background and current organization of the firm.

### **3.3 Relevant Experience and Past Performance**

The Respondent shall submit a listing of former or current clients, including the public housing authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- a. The client's name;
- b. The client's contact name;
- c. The client's telephone number;
- d. A brief description and scope of the service(s) and the dates the services were provided.

### **3.4 Respondent's Approach and Response to Scope of Service**

- 3.4.1 Provide a detailed narrative that demonstrates the approach intended for use by the Respondent.
- 3.4.2 The approach outlined should be consistent with the objectives and requirements set forth in the RFP and should address how services will be immediately provided upon execution of a contract.

### **3.5 Proposal Cost**

Respondents shall provide a firm total cost along with a detailed itemized breakdown of total cost. Please show all expected expenditure to include all anticipated travel. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the SBHA; etc. Any costs for approved travel

required by the will be reimbursed at reasonable cost, as pre-approved by the SBHA.

Item No.	Cost Year 1	Cost Option Years 2-3	Cost Option Years 4-5	U/M	Description
1	\$	\$	\$	Per Hour	Partner, including clerical
2	\$	\$	\$	Per Hour	Associate, including clerical
3	\$	\$	\$	Per Hour	Paralegal, including clerical
4	\$	\$	\$	Per Hour	Other Support Staff
5	\$	\$	\$	Each	Anticipated travel cost
6	\$	\$	\$	Each	<b>Reimbursable Copy Costs:</b> The successful proposer shall be responsible for paying for all typical copying costs necessary to provide the services on an hourly basis. However, in some cases, the SBHA may require the successful proposer to copy certain documents in a quantity greater than required by the requirements within the preceding sentence. Such copying must have the prior written approval of the SBHA and will be reimbursed to the successful proposed by the SBHA at the rate proposed and/or negotiated.

## **PART IV - SCOPE OF SERVICES**

### **4.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S)**

The SBHA is seeking proposals from qualified, licensed, and bonded entities to provide the following detailed services:

#### **4.1 Specifications**

The SBHA is seeking proposals from qualified licensed, insured, and bonded entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the SBHA. The successful proposer shall be the legal advisor to the SBHA Board of Commissioners (BOC) and the SBHA Executive Director (ED) and services include, but are not limited to the following:

- 4.1.1 Review of BOC meeting agendas; compliance with the Texas Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), SBHA policies and procedures and By-laws and actions that will put the SBHA at risk for liability exposure;
- 4.1.2 Regulations pertaining to Federal, State, and local government, including housing, real estate, procurement and contractual issues;
- 4.1.3 Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA);
- 4.1.4 Employment issues, including personnel rules; collective bargaining agreements; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements;
- 4.1.5 The SBHA shall retain the right to have the successful proposer provide services in any matter that the SBHA believes the legal firm is qualified to provide and if, in the opinion of the ED, it is in the best interests of the SBHA to do so.
- 4.1.6 The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.
- 4.1.7 As may be further detailed herein, the SBHA may, on an as-needed basis, require the successful proposer to provide services pertaining to SBHA-related matters within the following areas, each pertaining to applicable Federal, State, and local regulations, statutes, laws, and codes:
  - 4.1.7.1 Human Resources;
  - 4.1.7.2 Accounting, Finance and related audits;
  - 4.1.7.3 Operations;

- 4.1.7.4 Maintenance;
  - 4.1.7.5 Development and Modernization;
  - 4.1.7.6 Information Technology;
  - 4.1.7.7 Housing Programs;
  - 4.1.7.8 Section 8;
  - 4.1.7.9 U.S. Department of Housing and Urban Development (HUD);
  - 4.1.7.10 Real Estate and Tax Credit; and
  - 4.1.7.11 Any other matter the SBHA needs services for.
- 4.1.8 Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the SBHA may retain the successful proposer to provide but is intended to be a representative listing of issues that the SBHA has previously required such services for.
- 4.1.8.1 If the successful proposer does not have in-house a qualified person to provide any services required by the SBHA, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the SBHA. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the SBHA will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the SBHA to the successful proposer only.
- 4.1.9 The SBHA reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of the SBHA to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

## **4.2 Current Contractor**

The SBHA's current interim contractor for these services is as follows:

Tony Torres, P.L.L.C. from Edinburg, Texas was appointed interim by the BOC on June 27, 2022.

## **4.3 Contract Terms**

The SBHA anticipate that it will initially award a contract for a period of three (3) years with the option, at the SBHA discretion, to renew for two additional one-year terms.

## PART V - PROCUREMENT PROCESS

### 5.0 Evaluation Process

The following procedures will be followed for the evaluation:

- A. An evaluation committee is formed.
- B. All submittals are evaluated individually based on the Evaluation Criteria in Table 2.0 below. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- C. The SBHA reserves the right to make an award based solely on the proposal or to negotiate further with one or more proposers.
- D. The SBHA may request that Respondents make oral presentations concerning their qualifications to the SBHA's Evaluation Committee and/or the Board of Commissioners. Presentations will be scheduled by the SBHA on an individual basis. Furthermore, the SBHA may request either an on-site or telephonic interview with Respondents in which the Evaluation Committee has deemed competitive.
- E. The SBHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

#### EVALUATION FACTORS

TABLE 2.0

Factor No.	Max Point Value	Factor Description
1	25	<b><i>Qualifications</i></b>  Maximum consideration will be given to those Respondents having the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to timely perform the work given current and projected workload.
2	35	<b><i>Relevant Experience and Past Performance</i></b>  Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully performing services of the same type required by this RFP. Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.
3	15	<b><i>Proposal Format and Conformance to RFP Requirements</i></b>  The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposal submitted. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, the ability and plan for performing the required work.

4	20	<i>Cost Proposal</i>  Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at reasonable cost to the SBHA.
5	5	<i>Local Business</i>  Consideration will be given to those Respondents who maintain their “principal office” within Cameron County, Texas and demonstrate the ability to be personally available to the SBHA on short notice.
	100	<b>Total Available Points</b>
6	10	Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)
7		<b>Section 3 Business Preference Participation:</b> A firm may qualify for Section 3 preference status as detailed within Attachment H. (NOTE: A max of 10 points awarded)
7a	10	Priority I: As detailed on page 1 of Attachment H
7b	8	Priority II: As detailed on page 1 of Attachment H
7c	6	Priority III: As detailed on page 1 of Attachment H
7d	4	Priority IV: As detailed on page 1 of Attachment H
	20	<b>Maximum Preference Points (Additional)</b>
	120	<b>TOTAL POSSIBLE POINTS</b>

## LIST OF ATTACHMENTS

Item	Description
A	Tabbed Proposal Format Requirements
B	Form of Proposal
C	Profile of Firm Form
D	Proposal Form
E	Form HUD 5369-B Instructions to Offerors Non-Construction
F	Form HUD 5369-C Certifications and Representations of Offerors Non-Construction
G	Assurance of Compliance (Section 3, HUD Act of 1968)
H	Certification for Section 3 Business Concerns
I	Form HUD 5370-C-I General Conditions for Non-Construction Contracts
J	Form HUD 92010-Equal Employment Opportunity Certification
K	Non-Collusive Affidavit
L	Conflicts Certification
M	Lobbying Certification
N	Debarment Certification
O	RFP Acknowledgement Form

## **ATTACHMENT A**

### **TABBED PROPOSAL FORMAT REQUIREMENTS**

## ATTACHMENT A

### TABBED PROPOSAL FORMAT REQUIREMENTS

So that SBHA can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence as noted in table below (see section 5.0 for additional information).

Tab No.	Description	Corresponding Attachment Item
1	<b>Form of Proposal</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal.	B
2	<b>Profile of Firm Form</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal.	C
3	<b>Proposal (Bid) Form</b> These forms must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal.	D
4	<b>Proposer's Experience and Qualifications</b> The proposer must submit under this tab a concise description of the following: <b>a)</b> Written statement describing company's background information, history, resources, number of years of experience in the business under his/her current business name  <b>b)</b> Relevant experience and track record; including a references/client information listing of former or current clients for whom the Proposer has performed similar or like services. The Listing shall at a minimum include: -The client's name; -The client's contact name; -The client's telephone number; -A brief description and scope of the service(s) and the dates the services were provided.  <b>c)</b> Organizational chart of proposed team/staff for proposed services including brief professional resumes and qualifications/licenses to provide the services	See <i>Table 2.0</i> Evaluation Factors
5	<b>Proposer's Company Audited Financial Statements for the Past Two (2) Years</b> The Proposer shall submit the company's Audited Financial Statements for the past two years under this tab as part of the Proposal submittal.	
6	<b>Form HUD 5369-C Certifications and Representations of Offerors Non-Construction</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal.	G

7	<b>Assurance of Compliance (Section 3)</b> This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the Proposal submittal	H
8	<b>Certification for Section 3 Business Concerns</b> A proposer (business) seeking to qualify for a section 3 business concern contracting preference shall certify and submit evidence as required within this exhibit.	I
9	<b>Form HUD 92010-Equal Employment Opportunity Certification</b> The Proposer must submit under this tab the executed certification under this tab as part of the Proposal submittal	K
10	<b>Non-Collusive Affidavit</b> The Proposer must submit under this tab the signed and notarized Non-Collusive Affidavit.	L
11	<b>Conflicts Certification</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal	M
12	<b>Certification Regarding Lobbying</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal	N
13	<b>Certification of Proposer Regarding Debarment</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal	O
14	<b>RFP Acknowledgement Form</b> This form must be completed in its entirety, executed, and submitted under this tab as part of the Proposal submittal	Q
15	<b>Other Information (Optional Item):</b> The Proposer may include hereunder any other general information that the Proposer believes is appropriate to assist the SBHA in its evaluation	

**ATTACHMENT B**  
**FORM OF PROPOSAL**

**FORM OF PROPOSAL  
(RFP Attachment B)**

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete all the statements and certifications listed following herein:

<b>"X" = Item Included</b>	<b>Tab No.</b>	<b>Submittal Item (One original signature copy of each document)</b>
	<b>1</b>	<b>Form of Proposal (Attachment B)</b>
	<b>2</b>	<b>Profile of Firm (Attachment C)</b>
	<b>3</b>	<b>Proposal Form (Attachment D)</b>
	<b>4</b>	<b>Proposer's Experience and Qualifications</b>
	<b>5</b>	<b>Proposer's Audited Financial Statements</b>
	<b>6</b>	<b>Form HUD 5369-C</b>
	<b>7</b>	<b>Assurance of Compliance (Section 3)</b>
	<b>8</b>	<b>Certification for Section 3 Business Concerns</b>
	<b>9</b>	<b>Form HUD 92010 Equal Employment Opportunity Certification</b>
	<b>10</b>	<b>Non-Collusive Affidavit</b>
	<b>11</b>	<b>Conflicts Certification</b>
	<b>12</b>	<b>Certification Regarding Lobbying</b>
	<b>13</b>	<b>Certification of Proposer Regarding Debarment</b>
	<b>14</b>	<b>RFP Acknowledgement Form</b>
	<b>15</b>	<b>Other information (Optional Item)</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**ATTACHMENT C**  
**PROFILE OF FIRM**

**PROFILE OF FIRM FORM  
(Attachment C)**

- (1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) Please attached a brief biography/resume of the company, including the following information:  
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) \_\_\_\_\_%
 ☐ Public-Held Corporation \_\_\_\_\_%
 ☐ Government Agency \_\_\_\_\_%
 ☐ Non-Profit Organization \_\_\_\_\_%

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

☐ Resident-Owned\* \_\_\_\_\_%
 ☐ African American \_\_\_\_\_%
 ☐ \*\*Native American \_\_\_\_\_%
 ☐ Hispanic American \_\_\_\_\_%
 ☐ Asian/Pacific American \_\_\_\_\_%
 ☐ Hasidic Jew \_\_\_\_\_%
 ☐ Asian/Indian American \_\_\_\_\_%

☐ Woman-Owned (MBE) \_\_\_\_\_%
 ☐ Woman-Owned (Caucasian) \_\_\_\_\_%
 ☐ Disabled Veteran \_\_\_\_\_%
 ☐ Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID - ENTER IF AVAILABLE)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Company \_\_\_\_\_

**PROFILE OF FIRM FORM  
(Attachment C)**

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (11) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (12) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (13) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (17) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

**ATTACHMENT D**  
**PROPOSAL FORM**

**PROPOSAL FORM**  
**(RFP Attachment D)**

Item No.	Cost Year 1	Cost Option Years 2-3	Cost Option Years 4-5	U/M	Description
1				Per Hour	Partner, including clerical
2				Per Hour	Associate, including clerical
3				Per Hour	Paralegal, including clerical
4				Per Hour	Other Support Staff
5				Each	Anticipated travel cost
6				Each	<b>Reimbursable Copy Costs:</b> The successful proposer shall be responsible for paying for all typical copying costs necessary to provide the services on an hourly basis. However, in some cases, the SBHA may require the successful proposer to copy certain documents in a quantity greater than required by the requirements within the preceding sentence. Such copying must have the prior written approval of the SBHA and will be reimbursed to the successful proposed by the SBHA at the rate proposed and/or negotiated.

**ATTACHMENT E**

**HUD 5369-B  
INSTRUCTIONS FOR OFFERORS  
NON-CONSTRUCTION**

# Instructions to Offerors

## Non-Construction

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

ATTACHMENT E

### 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

## SAN BENITO HOUSING AUTHORITY

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.

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

**ATTACHMENT F**

**HUD 5369-C  
CERTIFICATIONS AND REPRESENTATIONS  
OF OFFERORS NON-CONSTRUCTION**

# 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:

---

## **ATTACHMENT G**

### **SECTION 3 ASSURANCE OF COMPLIANCE**

## ATTACHMENT G

### ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

#### TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170U. Section 3 requires that the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract)(agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ATTACHMENT H**

### **SECTION 3 CERTIFICATIONS FOR SECTION 3 BUSINESS CONCERNS**

## ATTACHMENT H

### CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business/Trade/Profession \_\_\_\_\_

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease ☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For Business entity as applicable:

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation  | <input type="checkbox"/> Certificate of Good Standing             |
| <input type="checkbox"/> Assumed Business Name Certificate  | <input type="checkbox"/> Partnership Agreement                    |
| <input type="checkbox"/> List of Business Name Certificate; Owners/<br>Stockholders and % ownership of each | <input type="checkbox"/> Corporation Annual Report                |
| <input type="checkbox"/> Organization chart with names and titles<br>and brief functional statement         | <input type="checkbox"/> Latest Board minutes appointing officers |
|   | <input type="checkbox"/> Additional documentation                 |

For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business(es) and subcontract amount

For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- |  |  |
|--|--|
| <input type="checkbox"/> List of all current full-time employees                               | <input type="checkbox"/> List of employees claiming Section 3 status                                     |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3<br>years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3<br>years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- |  |   |
|--|---|
| <input type="checkbox"/> Current financial statement                       | <input type="checkbox"/> List of owned equipment                      |
| <input type="checkbox"/> Statement of ability to comply with public policy | <input type="checkbox"/> List of all contracts for the past two years |

Corporate Seal

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

\_\_\_\_\_  
My term expires:

\_\_\_\_\_  
Date



**ATTACHMENT H (continued)**

**SUGGESTED PRELIMINARY WORKFORCE STATEMENT**

**Section 3 Plan for Utilization of Section 3 Residents as Regular, Permanent Employees,  
Trainees, Apprentices.**

**ESTIMATED WORKFORCE BREAKDOWN**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Project: \_\_\_\_\_

Job Category	Specific Job Title	Total Estimate Positions	Present Permanent Employees (At time of contract signing)	Workforce Projection (Section 3 Residents)	Total projected Workforce Increase
Officers/Supervisors					
Professionals					
Technicians					
Housing Sales/Rental Management					
Office/Clerical					
Service Workers					
Others:					

Trade:					
Journeyman					
Common Laborers					
Apprentices					
Maximum No. of Trainees					

Trade:					
Journeyman					
Common Laborers					
Apprentices					
Maximum No. of Trainees					

Signature

Date

Printed Name

## **SECTION 3 BUSINESS CONCERNS**

### **SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or 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 the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

- Priority I:** Category 1 Businesses: Business concerns that are fifty one percent (51%) or more owned by residents of the housing development(s) of the PHA for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes thirty percent (30%) of residents of the housing development(s) for which the section 3 covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
- Priority II:** Category 2 Businesses: Business concerns that are fifty one percent (51%) or more owned by residents of other housing developments(s) managed by the PHA, or whose full-time, permanent workforce includes thirty percent (30%) of residents of other housing developments(s) managed by the PHA; or within three (3) years of first employment with the business concern, were residents of the Section 3-covered housing development.
- Priority III:** Category 3 Businesses: HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended.
- Priority IV:** Category 4 Businesses: Business concerns that are fifty one percent (51%) or more owned by section 3 residents, or whose permanent, full time workforce includes no less than thirty percent (30%) section 3 residents, or that subcontract in excess of twenty five percent (25%) of the total amount of subcontract to the business concerns identified as category 1 and 2 businesses)

### **Eligibility for preference**

A business seeking to qualify for a section 3 contracting preference shall certify or submit evidence that the business concern is a section 3 business concern, as defined.

### **Eligibility for contract award**

A section 3 business concern seeking a contract or a subcontract shall submit evidence to the PHA, contractor, or subcontractor, as applicable, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. It shall require consideration, among other factors, the potential contractor's record in complying with public policy requirements, and compliance with section 3 requirements.

**HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 Business Concerns with the highest priority ranking and with the lowest responsive proposal if that proposal is**

- a. is within the maximum total contract price established in the contracting party's budget for the specific project for which bids/proposals are being taken; and
- b. is not more than "X" higher than the total bid/proposal price of the lowest responsive bid/proposal from any responsible bidder/proposer. "X" is determined as follows:

	X= lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1 ½ % of the lowest responsive bid, with no dollar limit

**ATTACHMENT I**

**HUD 5370-C-I  
GENERAL CONDITIONS FOR  
NON-CONSTRUCTIONS CONTRACTS**

# 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. 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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/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 Braille 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

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

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

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

**ATTACHMENT J**

**HUD 92010  
EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

# Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410**Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420**Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

##### **200.425**Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**ATTACHMENT K**  
**NON-COLLUSIVE AFFIDAVIT**

## Non-Collusive Affidavit (Prime Proposer)

State of Texas  
County of Cameron

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of San Benito's or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Sign on appropriate line below and notarize:

\_\_\_\_\_ Signature of: Proposer if the Proposer is an individual;

\_\_\_\_\_ Signature of: Partner, if the Proposer is a Partnership;

\_\_\_\_\_ Signature of: Officer, if the Proposer is a Corporation.

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

\_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

**ATTACHMENT L**

**CONFLICTS CERTIFICATION**

## CONFLICTS CERTIFICATION

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_(insert name of proposer) and its key principals that:

(i) No actual or apparent conflict of interest exists with regard to the San Benito Housing Authority, (ii) no actual or apparent conflict exists with regard to proposer's or its key principal's possible performance as developer under the Request for Proposals, and (iii) no actual or potential claim exists against the San Benito Housing Authority.

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Signature of Key Principal of Proposer

**ATTACHMENT M**

**LOBBYING CERTIFICATION**

## CERTIFICATION REGARDING LOBBYING

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_ (insert name of proposer) and its key principals that we:

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

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

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Signature of Key Principal of Proposer

**ATTACHMENT N**

**DEBARMENT CERTIFICATION**

**CERTIFICATION OF  
PROPOSER REGARDING  
DEBARMENT  
SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_ (insert name of proposer) and its key principals that  
we:

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

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Signature of Key Principal of Proposer

**ATTACHMENT O**  
**RFP ACKNOWLEDGEMENT FORM**

## RFP Acknowledgement Form

Recipients of the Request for Proposals should complete the RFP Acknowledgement of Receipt attached to the RFP and immediately return it to the SBHA.

Potential respondents are solely responsible for accurately and timely notifying the SBHA as to its appropriate contact information. In the event that the SBHA finds it appropriate to send notices to RFP recipients concerning any revisions or clarifications to this RFP or other notices, the SBHA will rely on information submitted in this form for any such notices.

Contact for any notices concerning the Request for Proposals for **Legal Services** should be sent to:

Name (print or type): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Mail or Deliver to:  
San Benito Housing Authority  
1400 N. Reagan St.  
San Benito, Texas 78586  
By email to: [info@sanbenitohousing.com](mailto:info@sanbenitohousing.com)  
By Fax to: (956) 399-5413