REQUEST FOR PROPOSAL

for

HUMAN RESOURCE SERVICES

Solicitation No: HR 21-R-00595

Issue Date: August 14, 2020
Due Date: September 11, 2020

Memphis Housing Authority
700 Adams Avenue
Memphis, TN 38105

An Equal Opportunity Employer
An Equal Housing Provider
Memphis Housing Authority
Executive Summary Notice

REQUEST FOR PROPOSAL (RFP)

Solicitation No: HR 21-R-00595

1. The Memphis Housing Authority (MHA) is acquiring through the Contracts & Purchasing Department, the services of a qualified firm to provide Human Resource Services for the organization.

2. The MHA will award a firm-fixed price contract. Offers in response to this solicitation will be evaluated using MHA’s technical proposal evaluation process. Offers must be submitted in accordance with the instructions provided in the RFP. Failure to furnish a complete offer at the time and date due shall result in elimination from award consideration.

3. Formal communication such as requests for clarification and/or information concerning this solicitation shall be submitted in writing to the Manager of Contracts and Purchasing. All requests should be received in the Contracting Office no later than August 24, 2020 by 3:00 pm. David Walker, dwalker@memphisha.org.

4. The MHA reserves the right to reject any or all offers. No offer shall be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of proposals without the consent of the MHA.

5. Please be advised that award without discussion may be completed if the quality of the initial proposals received is such that no purpose would be served by conducting negotiations.

6. Memphis Housing Authority has a goal of 30% women/minority business participation. The MHA solicits and encourages the participation of minorities and small business in all procurements.

Thank you for your interest in this project. We look forward to receiving your proposal.

David Walker
Manager of Contracts
SECTION A

REQUEST FOR PROPOSAL
HUMAN RESOURCE SERVICES

TO: Prospective Offerors

SUBJECT: Request for Proposals (RFP) for Human Resource Services

RFP ISSUE DATE: August 14, 2020

DUE DATE: September 11, 2020 no later than 3:00 p.m. Central time

Sealed proposals must be received at the following address:

Contracting Office
Memphis Housing Authority
700 Adams Avenue, Room 106
Memphis, TN 38105-5029

Until 3:00 P.M., September 11, 2020

Proposals will be held in confidence and not released in any manner until after contract award.

By submission of a proposal, the Offeror agrees, if its proposal is accepted, to enter into a contract with the Memphis Housing Authority (MHA) in a form approved by both parties and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP. The Offeror further accepts all of the terms and conditions of the RFP.

A pre-proposal conference will not be held. All questions pertaining to this request must be submitted in writing before the question deadline, August 24, 2020 by 3:00 pm. Submit questions to David Walker, Manager of Contracts, at dwalker@memphisha.org or fax 901-544-1299. A response to all questions will be posted on the MHA website, memphisha.org, after the question deadline. Please check the website for updates prior to submitting a proposal.

Proposals shall be prepared in accordance with the attached instructions and shall be evaluated by the MHA as stated in the evaluation factors for award of the RFP.

Please note, all Offerors shall submit one (1) original and three (3) copies of their proposals. Also, the fee proposal shall be labeled and placed in a single, separate envelope to accompany the original proposal. The Contracting Department will evaluate and score the fee. Proposals may be sent electronically and will be allow to be email or delivered via Dropbox for this request.
**Anticipated Timeline of Events:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time (Central)</th>
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<tbody>
<tr>
<td>Request for Proposals (RFP) issued</td>
<td>August 14, 2020</td>
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<tr>
<td>Deadline for submitting written questions</td>
<td>August 24, 2020</td>
<td>3:00 pm</td>
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<tr>
<td>Response to all questions (posted to website), addendum issued, etc.</td>
<td>August 26, 2020</td>
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<tr>
<td>Proposal due date (late proposals will not be evaluated)</td>
<td>September 11, 2020</td>
<td>3:00 pm</td>
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<tr>
<td>Evaluation period (committee meetings, clarifications, discussions &amp; negotiations)</td>
<td>September 14-18, 2020</td>
<td></td>
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<tr>
<td>Recommendation for award (selected contractor only)</td>
<td>September 21, 2020</td>
<td></td>
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<tr>
<td>MHA Board selection review and approval</td>
<td>September 24, 2020</td>
<td></td>
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<tr>
<td>Award Notice mailed to competing firms</td>
<td>September 25, 2020</td>
<td></td>
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<tr>
<td>Contract Signing (start date)</td>
<td>September 30, 2020</td>
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<td>Transition period</td>
<td>TBD</td>
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*The Contracting Department will make every effort to adhere to the above timeline; however, due to unanticipated changes to the scope or any requirements are subject to extensions and will be communicated via the Memphis Housing Authority’s website www.memphisha.org. Please check the website prior to submitting your proposal for amendments or updates that reference to this RFP.*
SECTION B

GENERAL INFORMATION

SOLICITATION NUMBER:

Issue Date: August 14, 2020

Issuer: Memphis Housing Authority

Purpose: The Memphis Housing Authority is seeking proposals from qualified firms to provide Human Resource Services.

Proposal Deadline: Proposals are due by 3:00 p.m. on September 11, 2020.

Award Date: It is expected that a qualified firm may be selected within thirty (30) days of receipt of the proposals. However, selection may be made before or after this date.

Basis for Award: In evaluating the responses, the Memphis Housing Authority will pay close attention to the firm’s:

1) Successful experience in providing similar services to similar size public housing, public service, government or similar entities.

2) Ability to perform the work as evidenced by the quality of firm references and the technical and professional credentials and experience of the project team members.

3) Approach and Methodology to delivering the scope of services required.

4) Fee Proposal.
SECTION C

STATEMENT OF WORK

I. Introduction

Memphis Housing Authority is seeking a highly qualified firm to provide Human Resources services to our company. As a result of strategic organizational changes, MHA has made a significant reduction in its workforce and now employs approximately 30 employees. As a result of the reduced staffing, the agency is changing its Human Resource model from one that is fully staffed internally to outsourcing most HR functions to a private firm. MHA will employ the services of a HR Generalist to coordinate with the selected Human Resource firm.

II. Terms and Scope of Services

1.1 DESCRIPTION OF HOUSING AUTHORITY
The MHA is a municipal corporation, formed under the United States Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. MHA owns and manages publicly assisted housing comprised of 1,038 conventional public housing units; 1,532 privately managed units developed as part of the HOPE VI Program/Mixed-Finance projects; and another 8,000± vouchers administered through the Housing Choice Voucher (HCV/Section 8) Program.

Since 1996, MHA has been awarded 5 HOPE VI grants totaling over $144,000,000, as well as, $30,000, 000 in Choice Neighborhoods Initiative (CNI) Planning & Implementation Grants from the U.S. Department of Housing & Urban Development. These grants have been leveraged through the City of Memphis through its CIP, CDBG and HOME funds, as well as TIF revenues generated by the City and Shelby County; LIHTC equity and other private funding, including substantial funding from local private foundations.

MHA’s Mission is to develop, support and maintain affordable housing options that provide stability and a sense of community for people with low to moderate incomes.

1.2 REQUESTS FOR INFORMATION
MHA seeks proposals to provide Professional Human Resource Services for the business and management of its Central Office administrative team. MHA currently has 67 employees across all public housing sites and the Central Office. The agency has entered into an agreement to privatize the property management and maintenance at all public housing sites. This will cause a reduction in force of approximately 39 staff members, thereby reducing the agency’s staffing complement to approximately 30 individuals.
It is preferred that respondents have experience in the provision of Human Resource services in the areas of housing (development and management); governmental entities and regulations;

The MHA reserves the right to reject any and all proposals or to waive any informality in the proposing. No proposal will be withdrawn for a period of sixty (60) days subsequent to the opening of proposals without the consent of the Housing Authority.

Any information given to a prospective Offeror concerning the solicitation will be furnished promptly to all prospective Offerors, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

Addenda to solicitations may occur. It is the prospective Offeror’s responsibility to check the MHA website for any Addenda prior to submitting a proposal. A n o f f e r may be rejected if any addendum is not signed and submitted with the Proposal.

1.3 PRE-PROPOSAL CONFERENCE AND FACILITIES TOUR

No conference or tour is scheduled. Any firm wishing to acquire additional information about the organization or scope of work may submit questions via email to the Manager of Contracts and Purchasing, dwalker@mempishoa.org. All questions must be received by August 24, 2020 at 3:00 p.m.

1.4 TERMS OF CONTRACT

MHA may negotiate and award a single Service Contract to the most competent responsive proposer submitting a form of proposal in accordance with the proposal form evaluation criteria. The contract shall be in effect from the start date for three (1) year periods. MHA may elect to extend the terms of this contract up to two additional (1) year periods by giving written notice to the contractor 90 days before the expiration date of the contract.

2.1 PROJECT DESCRIPTION

In compliance with the provisions of 24 CFR 85.36, the Memphis Housing Authority, a recipient of Federal financial assistance through the U. S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize competitive negotiation procedures for the procurement of Human Resource Services, associated with the operation and management of all housing programs administered within its operational jurisdiction.

Services will include Human Resource services, including but not limited to:

1. Attendance at necessary meetings or conferences.
2. Conferring with, and advising, officers, members and HR Generalist of the Housing Authority on Human Resource matters when requested and as needed.

Contractors who possess the ability to successfully perform under the terms and conditions as specified by MHA are invited to submit a proposal for a cost reimbursement of professional services contract for consideration of an award by the Housing Authority. The Housing Authority solicits and encourages Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) participation in all Authority contracts.

2.2 SCOPE OF WORK

Human Resource services under the contract to be entered by and between the Memphis Housing Authority and the successful contractor will include, but not be limited to:
Employment Administration:
- Review current onboarding process/documentation and recommend changes, as needed
- Audit active employee files
- Post job advertisements
- Schedule and administer interviews
- Complete background checks and employment verifications
- Review and identify job classifications
- Handle day-to-day staff questions and needs
- Maintain employee file

Performance Support:
- Review and Update Job Descriptions
- Track performance appraisal schedules
- Assist with the annual performance appraisals
- Maintain organization pay scale
- Complete and analyze annual organization climate survey

Benefits Management
- Maintain annual and sick leave balances
- Review company insurance benefit plans annually
- Audit required Insurance documentation
- Complete open enrollment process

Regulatory Compliance
- Administer unemployment claims
- Ensure compliance with Health Care Reform
- Assist with annual audit
- Support programs during monitoring reviews
- Maintain knowledge on Federal regulations applicable to grants
- Review PARs in relation to HUD activity
- Audit and Maintain 1-9s and other federal/state employment forms

Employer Liability Management
- Resolve Workers' Compensation claims
- Review employment practice liability Insurance coverage
- Assist with any legal action filed against the organization
Training and Development

- Review Payroll policies annually, and recommend and implement any changes (if approved)
- Train staff on workplace safety and other necessary issues
- Prepare reports and supplementary information
- Assist with strategic planning
- Attend board/committee meetings as needed
- Meet with staff and management, as needed

2.3 FIRM QUALIFICATIONS

The description of respondent's qualifications and evidence/demonstrate that respondent possesses the following:

1. Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to housing and urban development matters; and experience in applying same.

2. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.

3. All necessary and/or required licenses, registrations, and certifications.

4. Certification that the firm/individual is not debarred and has all necessary and/or required insurance coverage in effect.

2.4 REPORTING

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the Human Resource division. Contractor must propose reporting and recordkeeping plans to enable MHA to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports. MHA will review and approve report format prior to contract award.
2.5 BASIS OF PRICING

Please provide unit pricing for each of the services. Contractor can propose additional breakdown of the prices.

3.1 EVALUATION CRITERIA

A MHA evaluation team will evaluate the proposals and the Contractor whose proposal is most advantageous to the Housing Authority will be selected subject to negotiation of fair and reasonable compensation. Proposals will be evaluated on the following points.

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<tr>
<th>#</th>
<th>CRITERIA</th>
<th>Points</th>
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<tbody>
<tr>
<td>1</td>
<td>Demonstrate a history of successfully completing HR projects/engagements.</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Skills, capabilities and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.</td>
<td>25</td>
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<tr>
<td>3</td>
<td>All necessary and/or required licenses, registrations and certifications.</td>
<td>10</td>
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<tr>
<td>4</td>
<td>Certification that the firm/individual has all necessary and/or required insurance coverage in effect.</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Fees and hourly rates.</td>
<td>30</td>
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All proposals, including qualifications, hourly rates and any other pertinent information, must be submitted in writing to the Memphis Housing Authority, 700 Adams Avenue Memphis, TN 38105 no later than 3:00 p.m. on Friday, September 11, 2020.
PROPOSAL INSTRUCTIONS

4.1 GENERAL INFORMATION

1. Prepare proposals, quotations and presentations in a practical, legible, clear, concise, coherent and straightforward manner.

2. Each element and item of information requested must be answered completely, or any omissions completely explained and justified.

3. It shall be understood that MHA shall not accept charges for the requested information and reserves the right to reject any and all proposals.

4. The contract shall be based on this request for proposals and the Contractor's proposal. Any exceptions to the requirements must be clearly defined and justified.

5. The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.

6. Proposals may be withdrawn by the Offeror via written or electronic request received by MHA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of MHA for one hundred twenty (120) days after the proposal due date.

7. MHA reserves the right to accept or reject any and all proposals received as a result of this RFP, to take exception to these RFP specifications, or to waive any informalities, or the failure of any Offeror or of MHA to comply therewith, to negotiate all terms and conditions with any qualified source, or to cancel or amend in part, or entirety, this RFP. All or part of a proposal will be incorporated into the final contract. Offeror may be excluded from further consideration for failure to fully comply with the specifications of this RFP. MHA may determine to reject all proposals.

8. MHA will reject the proposal of any Offeror who is debarred by the U.S. Department of Housing and Urban Development (HUD), and/or the State of Tennessee from providing services to public housing authorities, and reserves the right to reject the proposal of any Offeror who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors, material men, or employees.

9. Failure of the successful vendor to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the MHA Board and HUD.

10. MHA reserves the right to make a contract award based solely upon the proposals, or to negotiate with one or more Offerors. The Offeror(s) selected for the award will be chosen on the basis of greatest benefit to MHA, and not necessarily on the basis of lowest price.
4.2 WORKERS’ COMPENSATION AND LIABILITY INSURANCE

Prior to contract award and for the duration of the contract, the successful offeror shall provide proof of insurance (as outlined) and the HACA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage: $1,000,000 each occurrence
General Liability Coverage: $1,000,000 each occurrence
Comprehensive Automobile Liability Coverage: $1,000,000 each occurrence
Worker’s Compensation with Statutory Limits of the State of Maryland
Bonding $1,000.00 per individual

Statement of Qualifications

The Memphis Housing Authority shall review each proposer qualifications to provide Human Resource Services for MHA.

Interested Firms or Individuals should respond with a proposal that evidence a clear understanding of the required services, demonstrates the respondent's ability to perform the services and includes response to questions listed as follows:

1. Name of Human Resource Services Contractor.

2. Permanent Main Office Address.

3. When organized and if a corporation, which state.

4. Provide a profile of principal(s), officers, key staff members of your firm and facilities.

5. How many years have you provided Professional Human Resource Services under your present firm or trade name?

6. Has your firm ever been placed on the U.S. Department of Housing and Urban Development (HUD) List of Debarred, Suspended and Ineligible Participants, if so explain?

7. Have you ever failed to complete or default on a contract?

8. Is your firm licensed to perform the required services in the State of Tennessee, Shelby County and the City of Memphis?

9. Please list at least two separate Human Resource Contracts that your firm has completed over the past three years. Identify owner.
10. Evidence of Firm’s Ability to Perform to include availability of Personnel and Equipment.

11. Provide a one statement describing the consultant's Products/Service Goals and Objectives if selected to do this work.

HUD Required
Documents
Instructions to Offerors
Non-Construction

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

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. Errors 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 the solicitation is amended, all terms and conditions which are not modified remain unchanged.
   (b) Offerors shall acknowledge receipt of any amendments to the 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 to 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 is
      (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, 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 Addresser, 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 (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 postmark 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 date and time stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation built's eye postmark on both the receipt and the envelope or wrapper.

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.

If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or the 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 irregularities 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.

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

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

8. Service of Protest

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

9. Offer Submission

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

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are:

- date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here]
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 fee contingent upon or resulting from the award of this contract; and (3) take other remedy pursuant to the contract.

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

For the purpose of this definition, minority group members are:
(Check the block applicable to you)
[ ] Black Americans  [ ] Asian Pacific Americans
[ ] Hispanic Americans  [ ] Asian Indian Americans
[ ] Native Americans  [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination
(a) The bidder/offeror certifies that—
   (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
   (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
   (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
   (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
   (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
      (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

______________________________
Typed or Printed Name:

______________________________
Title:
**LIST OF PROPOSED MBE/WBE SUBCONTRACTORS AND SUBCONSULTANTS**

The undersigned Offeror/Bidder proposes to subcontract with the following Minority-Owned Business Enterprises (MBE) or Women-Owned Business Enterprises (WBE) for this project. The Offeror/Bidder acknowledges that all MBE(es) and WBE(es) are to be listed on this form regardless of their subcontracting tier.

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Address</th>
<th>Type of Service(s):</th>
<th>Contact Name:</th>
<th>Contract Amount:</th>
<th>Percent of Project:</th>
<th>MBE</th>
<th>WBE</th>
<th>Subcontractor</th>
<th>Supplier</th>
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SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

The Offeror/Bidder represents and certifies that it: (Check which applies)

- is not a Section 3 business.
- is a Section 3 business as indicated below [check applicable category and subcategory]:
  - **Category 1 Business**
    - Fifty-one (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
    - Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.
  - **Category 2 Business**
    - Fifty-one (51%) or more owned by residents of other communities managed by the Memphis Housing Authority that is expending the Section 3 covered assistance; or
    - Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.
  - **Category 3 Business**
    - An entity selected to carry out a HUD Youthbuild Program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.
  - **Category 4 Business**
    - Fifty-one (51%) or more owned by Section 3 residents; or
    - Full-time, permanent workforce includes no less thirty percent (30%) Section 3 residents; or
    - Will subcontract in excess of the twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

Subscribed and sworn to before me this _________ day of __________, 20___

Notary

My commission expires

_________________________
Date

Company Name

_________________________
Principal

_________________________
Title

_________________________
Date
SECTION 3 ACTION PLAN OUTLINE

Provide a Section 3 Action Plan using the below outline:

I. Overview
   A. Description of the project’s work detail
   B. Proposed positions for new hires (including job description, if available)

II. Description of how your company will advertise available positions.

III. Implementation Schedule
   A. Provide an overview of the activities involved in executing this plan

IV. Description of the type of technical assistance your company will require from the Memphis Housing Authority in order to effectively implement your Section 3 Plan.

V. Description of any creative or innovative ideas your company would like to implement in order to fulfill your Section 3 compliance obligations.

VI. Overview of training opportunities to be provided by your company for public housing residents as an option for meeting your Section 3 requirements, if applicable.
DEBARMEMENT AND SUSPENSION CERTIFICATION

By signing and submitting a proposal in response to the solicitation of the Memphis Housing Authority, the Respondent certifies to the best of its knowledge and belief that:

- Neither the Respondent nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency;

- Neither the Respondent nor any of its principals have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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;

- Neither the Respondent nor any of its principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification;

- Neither the Respondent nor any of its principals have had one or more public transactions (Federal, State or local) terminated for cause or default; and

- Neither the Respondent nor any of its principals are currently engaged in litigation against the Memphis Housing Authority.

Subscribed and sworn to before me this ______ day of ____________, 20____

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
Equal Opportunity Certification

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

A. The contractor or subcontractor, where applicable, 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 such applicants are recruited or 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable, 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 to race, color, religion, sex, or national origin.

C. The contractor or subcontractor, where applicable, 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

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

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
FEDERAL LABOR STANDARDS CERTIFICATION

I, _______________________________, certify that I will comply with Federal Labor Standards and prevailing wage rates.

________________________________________
Signature of Principal

________________________________________
Company

________________________________________
Date
NON COLLUSION AFFIDAVIT

State of Tennessee
County of ________

I, ____________________________, being duly sworn, depose and say:

That I am the ____________________________ (title) of the firm of ____________________________, the party making the foregoing proposal; and

That such proposal is genuine and not collusive or a sham; and

That said Offeror has not colluded, conspired or agreed, directly or indirectly with any other offeror or person, to put in a sham offer or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer price or affiant or any other offeror, or to fix any overhead, profit or cost element of said offer price, or that of any other offeror, or to secure any advantage against the Memphis Housing Authority or any person interested in the proposed contracts; and

That all statements in said proposal are true.

Subscribed and sworn to
before me this ________ day
of ____________, 20____

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
The undersign hereby certifies that he/she will provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use will be taken against employees for violations of such prohibitions.

1. Establishing a drug-free awareness program to inform employees about:
   a) The dangers of drug abuse in the workplace
   b) The proposed policy of maintaining a drug-free workplace
   c) Any available drug counseling, rehabilitation, and employee assistance program, and
   d) The penalties that may be imposed upon employees for violations occurring in the workplace.

2. Making a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1).

3. Notifying the employee required by paragraph (1) that, as a condition of employment under the contract, the employee will:
   a) Abide by the terms of the statement; and
   b) Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

4. Notify the Memphis Housing Authority (MHA) within ten (10) days after receiving notice under Subparagraph 3(b) from an employee or otherwise receiving actual notice of such conviction.

5. Taking one of the following actions within thirty (30) days after receiving notice under Subparagraph 3(b) with respect to any employee who is convicted:
   a) Taking appropriate personnel action against such employee, up to and including termination, or
   b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or appropriate agency.

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), and (5).

Subscribed and sworn to before me this ______ day of ___________, 20__

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date
# Previous Participation Certification

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

**U.S. Department of Agriculture**
Farmers Home Administration

OMB Approval No. 2502-0118 (exp. 7/31/2006)

<table>
<thead>
<tr>
<th>Part</th>
<th>To be completed by Principals of Multifamily Projects. See Instructions</th>
<th>For HUD HQ/FmHA use only</th>
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<tbody>
<tr>
<td>1.</td>
<td>Agency Name and City where the application is filed</td>
<td>2. Project Name, Project Number, City and Zip Code contained in the application</td>
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<tr>
<td>2.</td>
<td>Loan or Contract Amount</td>
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<td>3.</td>
<td>Number of Units or Beds</td>
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<td>5.</td>
<td>Type of Project (check one)</td>
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<td>Existing</td>
<td>Rehabilitation</td>
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<td>Rehabilitation</td>
<td>Proposed (New)</td>
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<tr>
<th>List of All Proposed Principal Participants</th>
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<tr>
<td>7. Names and Addresses of All Known Principals and Affiliates (people, businesses &amp; organizations) proposing to participate in the project described above (list names alphabetically; last, first, middle initial)</td>
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<tr>
<td>8. Role of each Principal in Project</td>
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<tr>
<td>9. Expected % Owner's Equity Interest in Project</td>
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<tr>
<td>10. Social Security or IRS Employer Number</td>
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**Certifications:** I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/ or civil penalties. (18 U.S.C. 1501, 1510, 1512; 31 U.S.C. 3729, 3730)

I further certify that:
1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.
2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification:
   a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
   b. I have not experienced defaults or noncompliances under any Conventional Contract or Tumbler Contract of Sale in connection with a public housing project;
   c. To the best of my knowledge, there are no unresolved findings raised as a result of audits, management reviews or other Governmental investigations concerning me or my projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
   e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(If any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

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<tr>
<th>Typed or Printed Name of Principal</th>
<th>Signature of Principal</th>
<th>Certification Date (mm/dd/yyyy)</th>
<th>Area Code and Telephone No.</th>
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This form was prepared by (Please print name)

Previous editions are obsolete

Page 1 of 2

ref Handbook 4055.1 form HUD-2530 (5/2001)
Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation, First Experience."

<table>
<thead>
<tr>
<th>1. List each Principal's Name</th>
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<td>(list in alphabetical order, first name first)</td>
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| 2. List Previous Projects |
| (give the I.O. number, project name, city location, & government agency involved if other than HUD) |

| 3. List Principal's Role(s) |
| (indicate dates participated, and if fee or identity of interest participant) |

| 4. Status of Loan |
| (current, defaulted, assigned, or foreclosed) |

| 5. Was Project ever in Default, during your participation? |
| Yes | No |

| 6. Last Mgmt. |
| Physical Inspection last name first |
| if other than HUD |

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

<table>
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<th>Date (mm/dd/yyyy)</th>
<th>Telephone Number and Area Code</th>
<th>A. No adverse information; form HUD-2530 approval is recommended.</th>
<th>B. Name match in system</th>
<th>C. Disclosure or Certification problem</th>
<th>D. Other, our memorandum is attached.</th>
</tr>
</thead>
</table>

Supervisor

Processing and Control

Director of Housing / Director, Multifamily Division

Approved

Date (mm/dd/yyyy)

Yes | No

Previous editions are obsolete

Page 2 of 2

Ref Handbook 4065.1 form HUD-2530 (5/2001)
Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Maintaining the neatness of the form. If the form is not filled completely, it will delay appro

1! principals

plicable regulations. Carefully can be obtained from the Multifamily Housing Representative at any HUD Office. Type or

more) and expect to be applying frequently for CarefuUy consider filing a Master List. Completing HUD Office certtfied

Purpose: This form provides

in the project and in the capacity that you before your project application or participation necessary precondition for your participation propose.

Note that approval of your certification does not obligate you to approve your project application. If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

1. To submit a revision of a current participation certificate, a new participation certificate, or a new participation certificate for a project not previously reviewed.

2. To submit a new participation certificate for a project that is a part of an approved participation certificate.

3. To submit a new participation certificate for a project that is a part of an approved participation certificate.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530:

- Public Housing Agencies, tenants, owners of less than five condominium or co-opera
tive units and all others whose interests were acquired by Inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed. You should file this form at the project application approval date.

Use a separate form for each role in the project unless there is an identity of interest.

If you do not file this certification, do not sign. However, any person who has a percentormore interest in the partnership is considered a principal by HUD.

In the case of partnerships, all general partners regardless of their percent interest and limited partners having a percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and any stockholder having a percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corpora
tion would also be an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate for the following situations. When a corporation is a principal, all of its officers, directors, trustees and stockholders with percent or more of the common voting stock must sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and titles of those who elected or served. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., ref Handbook 4065.1 form HUD-2530

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Arms." If the name has not yet been selected, write "Name Unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the city location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds.

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above. In the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Con­tractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."
Fill in the percentage of ownership in the proposed project that each principal or partner is expected to have. Also specify if the principal is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. You may use the number or number code to denote role.

Column 2 List the project or contract identification of each previous project. All previous projects must be included or your certification cannot be processed. Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA, or State or local housing finance agencies) that was involved. At the end of your page to separate your record of projects from ties or individuals involved in that project. The number code can then be used in Column 3 to denote role.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If you have no record of previous projects to report on Schedule A, you should complete Column 6. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and the entities or individuals involved in that project. You may use the name or number code to denote the entity or individual that participated. The name code cannot be used in Column 5 to denote role.

Column 7 List the number of every party listed, including affiliates, whose employer number has been changed or who is no longer associated with your record. If you do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record. Attach a signed letter, note or explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all previous convictions on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3555(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to multifamily projects can be HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to ensure that neither principals nor principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD unless required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

Previous editions are obsolete

ref Handbook 4065.1 form HUD-2530 (5/2001)
General Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

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

1) Non-construction contracts (without maintenance) greater than $100,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 568.105) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages
   (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the day on which work is performed in the classification.

   The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   (b) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

   (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
   (2) The classification is utilized in the area by the industry; and
   (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

   The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

3. Records
   (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

      (i) Name, address and Social Security Number;
      (ii) Correct work classification or classifications;
      (iii) Hourly rate or rates of monetary wages paid;
      (iv) Rate or rates of any fringe benefits provided;
      (v) Number of daily and weekly hours worked;
      (vi) Gross wages earned;
      (vii) Any deductions made; and
      (viii) Actual wages paid.

   (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees
   (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

      (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of...
Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in hisher first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

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

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

6. Contract Work Hours and Safety Standards Act

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

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any
subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

7. *Subcontracts*

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

8. **Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.
General Conditions for Non-Construction Contracts
Section I – (With or without Maintenance Work)

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

1) Non-construction contracts (without maintenance) greater than $100,000 – use Section I;
2) Maintenance contracts (including nonroutinen maintenance as defined at 24 CFR 988.105) greater than $2,000 but not more than $100,000 – use Section II; and
3) Maintenance contracts (including nonroutinen maintenance), greater than $100,000 – use Sections I and II.

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

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.
8. Contract Termination; Debarment

(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 interests 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, or, but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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 to or 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
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 permitted to have any interest, direct or indirect, in any 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 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)(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)(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 Federal contract, grant, loan, or cooperative agreement, 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.

(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) 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)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of
apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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