

REQUEST FOR PROPOSALS  
RFP-010-09

FOR

PROFESSIONAL CONSULTING SERVICES TO INCLUDE  
URBAN PLANNING, ARCHITECTURAL, AND PROGRAM MANAGEMENT SERVICES

FOR

TUSCALOOSA HOUSING AUTHORITY  
HOPE VI ROSEDALE COURT/ ROSEDALE COURT ANNEX  
NEIGHBORHOOD REVITALIZATION

MAY 16, 2010

## **REQUEST FOR PROPOSALS**

The Tuscaloosa Housing Authority (THA) is seeking a Program Management Team to engage in the community planning process leading to the submission of a HOPE VI revitalization and demolition application for 2010.

The proposed redevelopment area includes the Rosedale and Rosedale Annex public housing developments. Rosedale and Rosedale Annex are in Tuscaloosa, Alabama located near the intersection of Greensboro and 10th Avenues. The two sites are immediately adjacent to one another. The total area is approximately 10 +/- acres. There are currently 188 units contained in 48 buildings. The site also contains the recently renovated THA Administrative Offices that will not be included in the grant application. There may be an opportunity to option an additional 11 acres of adjacent property located to the west of the development.

In collaboration with the City of Tuscaloosa, other governmental entities, public housing residents, local non-profit service providers, educational institutions, the local business community and a selected development team, the Rosedale and Rosedale Annex Neighborhood revitalization is expected to become the focus for planned housing, economic development, social services, and related community building initiatives.

The successful Program Management Team will assist the Authority in its effort to successfully plan for a comprehensive community planning strategy that will have specific emphasis on the HOPE VI application.

The Request for Proposals (RFP) contains specific submission requirements, general scope, terms and conditions and other pertinent information for submitting a proposal to provide this service. Interested Proposers may obtain the Request for Proposal package by requesting an electronic copy via e-mail from [jrhein@tuscaloosahousing.org](mailto:jrhein@tuscaloosahousing.org). The RFP is also available at [www.tuscaloosahousing.org](http://www.tuscaloosahousing.org). A hard copy of the RFP may be obtained at Tuscaloosa Housing Authority, 2808 10th Avenue, Tuscaloosa, Alabama 35401.

Questions and inquiries concerning this RFP shall be addressed in writing to:

Jim Rhein, Purchasing Manager  
Post Office Box 2281  
Tuscaloosa, Alabama 35403-2281  
Email: [jrhein@tuscaloosahousing.org](mailto:jrhein@tuscaloosahousing.org)

**Proposals must reach the THA Administrative Office at Rosedale no later 4:00 PM CST on June 17, 2010.** Late submissions will not be considered. Proposals will be held in confidence, and not released in any manner until after the contract award. Proposals will be awarded to the responsible firm(s) or professional consultant(s) whose qualifications, price and other factors considered are the most advantageous to THA.

### **1. SOLICITATION**

The Tuscaloosa Housing Authority (THA) requests proposals from qualified professional consultant(s) to develop and submit a HOPE VI Grant Application for Rosedale and Rosedale Annex housing developments in accordance with the anticipated 2010 HOPE VI Notice of

Funding Availability (NOFA) for submittal to the U.S. Department of Housing and Urban Development (HUD). THA will consider most favorably proposals that clearly demonstrate knowledge of the HOPE VI Program, applicable HUD regulations and requirements. All proposals must conform to requirements outlined herein.

THA reserves the option to require oral presentations or to request additional information from proposers who score in the competitive range established by THA.

THA reserves the right to select the firm or firms determined to be the most responsive and responsible, and in the judgment of THA that best meets its need for the specified task or tasks. THA further reserves the right to negotiate all terms of the contract(s), including price.

Your proposal must list the names, firms, contact persons(s), telephone numbers, résumés, and profiles of expected participants in the development of the application. All proposals must provide a detailed plan, including schedules with tasks and timeline to show how and when the application will be prepared and completed. There may be subsequent instructions, if any, issued to the selected Proposer(s) in connection with the final process. Your proposal must provide the methodology for developing the plan that will conform to the HOPE VI requirements of the NOFA, applicable laws and other regulatory criteria. The Proposer must also be able to show and demonstrate the ability to develop the supportive and community services for the application as required under the HOPE VI requirements of the NOFA. Proposals should identify possible sources of funding for all current and future activities assumed in the proposal.

All questions or inquiries concerning this RFP shall be submitted in writing to Jim Rhein, Purchasing Manager, HOPE VI Applications, Post Office Box 2281, Tuscaloosa, Alabama 35403-2281, or by email at [jrhein@tuscaloosahousing.org](mailto:jrhein@tuscaloosahousing.org), no later than ten (10) days before the proposal is due. Your response to the proposal must be submitted no later than **4:00 PM CST on June 17, 2010**. Proposals received after this date and time will not be considered.

## **2. SUBMISSION REQUIREMENTS AND REGULATIONS**

One (1) original proposal and five (5) copies of the proposal shall be submitted on or before **4:00 PM CST on June 17, 2010** in a bound and sealed envelope, and clearly marked and labeled as follows and submitted to:

**TUSCALOOSA HOUSING AUTHORITY  
ATTN: JIM RHEIN, PURCHASING MANAGER**

**HOPE VI – ROSEDALE/ ROSEDALE ANNEX**

**NEIGHBORHOOD REVITALIZATION**

NAME OF THE PROPOSER  
REQUEST FOR PROPOSAL  
PROPOSALS DUE BY 4:00 PM CST  
June 17, 2010

**Faxed or emailed proposals will not be accepted.**

### **3. INTERPRETATIONS**

Responses to questions and clarifications shall be made in writing and responses will be available at Tuscaloosa Housing Authority's Administrative Office at 2808 10th Avenue, Tuscaloosa, Alabama 35401, and on its web site [www.tuscaloosahousing.org](http://www.tuscaloosahousing.org) at least 9 days (June 6) prior to submission deadline. Oral explanations or instructions shall not be considered binding. Proposers will be notified in writing of any change in the requirements contained in this RFP.

Neither the Tuscaloosa Housing Authority (THA) nor any of its agents or employees shall be responsible for the accuracy of any information provided to any Proposer as part of this offering. All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to this RFP is at the sole risk of the Proposer.

### **4. GENERAL INFORMATION**

THA is a public housing authority in the State of Alabama incorporated in 1951. THA provides subsidized public housing within the boundaries of Tuscaloosa County in accordance with Federal, State and Local Laws.

### **5. BACKGROUND**

THA owns and manages 889 low-income public housing units and provides rental subsidies to approximately 1,500 households through its Housing Choice Voucher program. THA currently enjoys an occupancy rate of 98% in its Public Housing program.

#### **Existing Conditions**

The Rosedale and Rosedale Annex apartments are typical dense brick public housing units built throughout the United States in the early 1950's. The site density, repetitive design, and barracks style configuration gives the developments a sense of being crowded. Major issues faced by THA with respect to the current developments are aging infrastructure, functional obsolescence of the units in terms of size and amenities, difficult marketability, environmental concerns with respect to moisture and structural issues within existing units, site drainage and lack of convenient parking. Continued budget cuts from HUD, and increased competition from the private sector (from both inside and outside our neighborhood) with newer modern units has caused THA to re-evaluate its portfolio.

#### **Surrounding Areas**

The area that surrounds the Rosedale community includes an established, well-maintained neighborhood to the north, a National Guard Armory across the street to the East, approximately 11 +/- acres of vacant property and a plumbing supply house to the south, and an older neighborhood and dedicated city park to the west.

Due to the Rosedale community being located right off of Interstate 20/59 from Birmingham, this is a highly visible location of public housing within the community. In fact, the exit leads directly to the University of Alabama. The redevelopment of this site represents an opportunity for THA and the City of Tuscaloosa to show the new face of public housing to residents and visitors.

## **6. SCOPE OF PROFESSIONAL SERVICES**

The selected consultant team shall provide all necessary services on behalf of the Authority, including, but not necessarily limited to the following:

### **I. PHYSICAL PLANNING**

1. Develop a HOPE VI Master Plan for Community Development in the selected study area.
2. Enhance the community vision for the project.
3. Provide the description of the Revitalization Plan in support of the HOPE VI application.
4. Assist in the preparation of a Demolition/Disposition application to HUD.
5. Prepare a Revitalization Plan for the targeted area. Take the Revitalization Plan through the entire local approval process, not limited to the Planning Commission and City Council.
6. Provide all required drawings, graphics, maps, plans, renderings, etc. to help describe the Revitalization Plan.
7. Develop a cost analysis to support the Revitalization Plan consistent with previous HOPE VI NOFA's, not limited to:
  - a. Major reconstruction of existing housing units
  - b. Rehabilitation of existing housing units
  - c. Infrastructure replacement
  - d. New replacement housing units
  - e. Environmental cost, such as lead based paint, asbestos, and other potentially hazardous materials abatement
8. Provide assessments of targeted demolition with respect to "obsolete housing."
9. Targeting with THA, any off-site parcels for homeownership or rental housing as may be designed in the Revitalization Plan contained in the HOPE VI application to be submitted by THA.
10. Provide revitalization planning, which promotes mixed income and a diverse community makeup.
11. Provide revitalization planning and design consistent with established criteria for the maintenance and creation of viable communities.
12. As a planning and design partner, help to formulate the overall project, programming and strategies in order to promote the community planning process, and to create a successful Revitalization Plan for the HOPE VI application.

### **II. PROGRAMMATIC AND FINANCIAL PLANNING**

1. Address program financing and sustainability.
2. Assist THA in targeting necessary funding for the revitalization project.
3. Assist in the formulation of community partnerships. The selected consultant team shall assist in the forging of partnerships with other agencies, institutions, local government, non-profit organizations, private developers, management companies and businesses, etc.
4. Provide supporting demographic material that would be required to supplement a successful application.

5. Provide real estate marketing expertise and other related services, not limited to a market study for the revitalization area.
6. Conduct a market analysis and Return of Investment Analysis to determine the right mix of units, and the investment required, and the likely impact of the HOPE VI Revitalization on the City's tax base and related services.
7. Assist in the formulation of programs and community linkages to forge a successful supportive services network and strategies for public housing residents and the general community.
8. Help to coordinate and define relationships between project participants.
9. Provide a comparative analysis of the cost of new construction in the project area vs. the cost of acquisition and rehabilitation with the project area.
10. Help to formulate operational and management principles.
11. Address any required criteria as described in the HOPE VI NOFA.
12. Prepare all necessary applications, and all additional submittals required for financing.

### **III. TECHNICAL ASSISTANCE AND PROGRAM MANAGEMENT**

The selected team is to include a program management component. During the planning process, the Program Manager (PM) shall provide technical assistance to the other team members and to the Authority, in support of the HOPE VI planning and application process. Upon successful submission of a revitalization application and a grant award, the PM shall assume the ongoing responsibilities for program management, as described below. The fee schedule for ongoing responsibilities shall include provisions for technical assistance services and anticipated fees for PM services.

1. The selected PM will provide development advisory services and technical assistance to the Authority for the ongoing implementation of the HOPE VI and related programs. The PM will assume the primary responsibility for the definition and adherence to the overall successful HOPE VI and Revitalization Plan, for the management of all aspects of its implementation. The exact nature of this role will be defined by, and will be provided at, the discretion of the Executive Director of the Authority. It is anticipated that the focus of work will change during the period covered by these services, and that these changes in turn will affect the resources needed for the PM function. The PM is expected to also work closely with Authority staff, THA residents, consultants, development partners, and other HOPE VI stakeholders. The PM is expected to work closely with the entire HOPE VI team, while representing the best interests of the Authority.
2. The primary services of the Program Manager will include, but will not necessarily be limited to the following:
  - a. Assist the Executive Director in determining the most appropriate roles and responsibilities for members of the HOPE VI team, including Authority personnel, THA residents, the development team and other involved local officials and stakeholders.
  - b. Assist the Authority and its legal counsel in preparing the terms of agreements with the development entities and in the delineations of the overall structure for carrying out development activities.
  - c. Assist as necessary in the review and modifications of the Revitalization Plan following HUD's returned comments, including negotiating with HUD officials leading to the approval of the Plan.

- d. Work with the HOPE VI Coordinator and staff in the implementation of the Supportive Services components of the program, with particular reference to the completion of agreements with service providers for delivery of services that are an integral part of the program.
  - e. Design and maintain a system for tracking the overall progress of all activities relevant to the implementation of the program.
3. The Program Manager will have participants who will perform specific tasks central to the effective management of the program, and will not be limited to the following:
- a. Review of financing plans to ensure feasibility and maximum outreach to identify and utilize all possible sources and funds.
  - b. Analysis of market conditions to provide guidance in the development programs.
  - c. Review of plans for property management, implementation of Supportive Services programs and plans as they evolve for the continuing involvement of residents in the implementation of the program.
  - d. Technical assistance for working with project residents to define their ongoing role, and to consider specific opportunities for economic and business opportunities for residents.
  - e. Perform any task related to the progress and implementation of the HOPE VI Program.

## **7. IMPLEMENTATION OF SUPPORTIVE AND COMMUNITY SERVICES**

The application for a HOPE VI grant must include information concerning community and supportive services, however, not more than 15 percent of the total HOPE VI funds may be awarded for any combination of eligible activities and related administrative expenses. Generally, the community and supportive services to be identified in the application are as follows:

- A. Community Service Programs as defined by the Commission on National and Community Service for the HOPE VI NOFA, include programs organized, administered and overseen by a public housing agency, or its designated representative which engage individuals in meaningful services on a volunteer basis or through limited stipends to address unmet human, environmental, education, and/or public safety needs through youth service, resident associations, community-based organizations, K-12 schools, institutions of high education, churches or other religious entities and other similar organizations.
- B. Supportive Services will include, but are not limited to, resident capacity building, literacy, training, bilingual education, day care, youth activities, economic development, resident employment and job training activities.
- C. Economic Development Programs will include programs to create business, jobs, and employment opportunities for residents.

## **8. OTHER SERVICES**

The application must comply with the requirements of the HOPE VI NOFA, and all such tasks must be addressed in the Proposal.

## **9. CONFLICT OF INTEREST**

No employee, officer or agent of THA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- a. An employee, officer or agent involved in making the award.
- b. His or her relative, including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.
- c. His or her business professional partner.
- d. An Organization, which employs, is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

## **10. SELECTION PROCESS**

THA will evaluate each proposal on the basis of responsiveness, resources, experience in services of similar nature, quality, proposed staff qualifications (résumés), economics, minority participation, schedule of performance and understanding of HUD requirements and understanding of the requirements of the HOPE VI NOFA. THA may select one or more Proposer to complete one or more tasks. If more than one Proposer is selected, they will be required to work jointly as a team to complete the required tasks.

## **11. PROPOSAL INSTRUCTIONS**

Proposers shall prepare at least one (1) original proposal, and five (5) copies in 8 ½" x 11" format, and signed by a firm(s) representative authorized to bind the firm. Proposals may be organized as desired, but must include the minimum information required by this RFP. THA reserves the right to request additional information during the proposal review period. Faxed or emailed proposals will not be accepted.

## **12. STATEMENT OF OWNERSHIP**

The proposal must contain an explicit statement of the legal entity with which THA will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firm(s) which subcontracts or participates in a joint venture with Proposer, including names, addresses, positions and description of extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company(ies) shall be defined and disclosed. The proposal shall also identify the organization and management approach to the project, including identification of individuals who will be assigned to assist in the preparation and completion of the application. Résumés of these individuals must be provided.

## **13. GENERAL CONDITIONS**

The selected firm shall:

- a. Complete written documentation of materials in a manner suitable for use by THA, THA Board of Commissioners, THA residents, and HUD.
- b. Coordinate all services with THA.
- c. Coordinate all services with other parties as determined necessary by THA.
- d. All materials and reports must provide the basis, source, and methodology for arriving at conclusions.
- e. Meet with THA, HUD, attend public meetings, and meet with state and local officials if deemed necessary.

#### **14. CONDITIONS AND LIMITATIONS**

This RFP does not represent a commitment or offer by THA to enter into contract(s), or other agreement with a Proposer. All costs incurred in the preparation of a proposal are to be borne by the Proposer. The proposal and any information made a part of the proposal will become a part of THA's official files without any obligation on THA's part to return it to the individual Proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm(s) and THA resulting from this solicitation.

THA reserves the right to waive any irregularities or formalities in any or all proposals for any part thereof. Failure to furnish information requested may disqualify a Proposer.

THA reserves the right to request clarification of proposal data without changing the terms of the proposal.

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of THA for purpose of influencing consideration of a proposal. The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate completion or otherwise restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

#### **15. PERTINENT FEDERAL REGULATIONS, NON-DISCRIMINATORY AND EQUAL OPPORTUNITY**

##### Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity.

The offeror must adhere to prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 against discrimination, against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 141246 relating to equal employment opportunity in connection with funded programs must be met by the offeror. The offeror must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting with businesses from the metropolitan area in which the federal funded program is located.

#### **16. AVAILABILITY OF RECORDS**

The U.S. Department of Housing and Urban Development, the Inspector General of the United States, THA, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

## **17. STANDARDS OF CONDUCT**

The successful Proposer shall be responsible for maintaining satisfactory standards of employee' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

## **18. REMOVAL OF EMPLOYEES**

THA may request the successful firm(s) to immediately remove from assignment to the THA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records.
- c. Theft, vandalism, immoral conduct or any other criminal activity.
- d. Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at THA.
- e. For good cause.

## **19. SUPERVISION**

The successful Proposer shall provide adequate competent supervision at all times during the performance of the contract. A qualified project manager and one or two alternatives shall be designated in writing to THA prior to executing the contract. The project manager or his designee must be readily available to meet with THA personnel. The successful Proposer shall provide the telephone number(s) where its representative can be reached.

## **20. PROFESSIONAL QUALIFICATIONS**

The selected team shall successfully demonstrate to the Authority that they possess the highest degree of credentials, experience, skill and professional standing for the satisfactory execution of services for this project. The selected team shall include as an integral part of their organization, the following professionals:

1. Planner
2. Urban Planner
3. Architect
4. Housing Specialist
5. Relocation Specialist
6. Development/Finance Consultant
7. Social Services Planner
8. Real Estate Market Analyst/Appraiser
9. Environmental Engineer
10. Site/Civil Engineer
11. MEP Engineer
12. Cost Estimator
13. Legal Consultant

As part of your submission, present all members of your project team. Clearly state each member's role, and provide appropriate credentials and license. Provide an Organization Chart.

## 21. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

THA 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:

- have adequate financial resources to perform the contract, or the ability to obtain them;
- have a satisfactory performance record;
- have a satisfactory record of integrity and business ethics;
- have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
- not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of the U.S. Government.

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

## 22. CONDITIONS FOR SELECTION

THA will thoroughly and fairly evaluate all the proposals as submitted. THA will not disclose the numbers of offerors, the identity of the offerors and the contents of their proposals until after the contract has been executed.

The procurement shall be conducted only with responsible Proposers. Responsibility means:

- technical and financial competence to perform;
- ability to perform the contract successfully and timely;
- a good record of past performance;
- technical and financial resources;
- technical capabilities (in terms of factors such as personnel, equipment and materials);
- management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service)

The THA evaluation panel will evaluate and rank the proposals received and short list the top ranked Proposers who may be interviewed. If three or less proposals are received, all three will be interviewed, evaluated and ranked after the interview has been completed. THA reserves the rights to split up any team of Proposers and award contracts to those that excel in a particular area. THA reserves the right to award multiple contracts with multiple Proposers. Those firm(s) will be invited to negotiate all aspects of fee proposal(s) to arrive at a firm and reasonable cost as determined by THA.

## 23. SELECTION CRITERIA

### I. Experience and Background

0 to 30 points

1. What are your firm's or team's qualifications in real estate planning? Particularly development of low and moderate-income housing? More specifically, what experience does your firm or team have in the redevelopment of existing housing and converting a difficult site into a functional neighborhood?

2. What experience does your firm or team have with the HOPE VI program, and with HUD's regulations concerning public housing and mixed income, mixed finance developments?
3. What experience does your firm or team have with structuring Low-Income Housing Tax Credits and specifically with arranging sale of credits to investors or equity funds?
4. What experience does your firm or team have in commercial development?
5. A description of lawsuits filed against your firm, its predecessor or affiliate entities, and any judgments entered against the aforementioned. Proposers must certify that they have not been disbarred, suspended, or otherwise prohibited from professional practice by a federal, state, or local agency.

**II. Social Services 0 to 10 points**

1. What experience does your firm or team have with HOPE VI and self-sufficiency?
2. What experience does your firm or team have in planning and coordinating social services programming?
3. What experience does your firm or team have working with public housing residents, community residents and community stakeholders in developing self-sufficiency programming?
4. Status of current social projects.

**III. Commitment to Section 3/Other Requirements 0 to 5 points**

1. Provide previous record of employing Section 3 residents/businesses, Minority Business Enterprises and Women's Business Enterprises.
2. What approach would your firm or team have in providing utilization and furtherance to THA's commitment to Section 3 requirements, Women's Business Enterprises, and Minority Business Enterprise? In order of priority, economic opportunities should be directed to Rosedale and Rosedale Annex residents, to other housing complexes operated by THA, then to residents of Tuscaloosa County. Please provide a statement of the proposed involvement.

**IV. Physical and Financial Experience and Capacity 0 to 15 points**

1. Status of current projects and financial capacity of proposed team. Given the state of your current workload and work in progress, provide information as to your physical and financial capacity to complete the project in a timely and orderly manner.

V. **Training Experience/Staffing** **0 to 10 points**

1. Please provide the names, titles, and qualifications of all staff members who will work on this project.
2. Provide a list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:
  - a. the term (beginning and ending dates) of your contract agreement(s);
  - b. monthly revenues resulting from the work;
  - c. a brief description of the scope of work; and
  - d. the name, address, and telephone number of the individual that administered your contract(s)
3. Please explain how you would utilize THA staff and resources to accomplish the project goals. Be specific with regard to number of hours, job tasks, and expected outcomes of THA staff/resources.
4. Provide current update on staff involvement with current project.
5. Detail your capacity to successfully plan, implement and develop the proposed work.

VI. **Management Capability for Mixed-Finance & Mixed-Income Development** **0 to 15 points**

1. Proposer's level of success in the finance of large family low-income residential complexes, including mixed-finance and mixed-income development.

VIII. **Proposer's Approach to Work/Fee Compensation** **0 to 15 points**

1. Please propose a plan outlining how your firm or team would approach working with THA staff and other stakeholders to prepare a Revitalization Plan, a HOPE VI Application, or a Tax-Credit Application.
2. Please provide a schedule of the anticipated hours for the planning phase for each staff member, and the hourly rate for each staff member.
3. Please describe your compensation structure for the implementation phase should a HOPE VI Grant be awarded, or a Tax-Credit Application be approved.
4. Please describe your compensation structure for the implementation phase should a HOPE VI Grant NOT be awarded, or a Tax-Credit Application NOT be approved.

## **24. SUSPENDED/DEBARRED**

The Authority will reject the qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities, and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for the Authority.

## **25. TRAVEL AND REIMBURSABLES**

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful firm(s), and included in the total fixed contract as per final negotiated contract. There is no provision for reimbursable expenses, except for those resulting from contract modification, which will be defined, in the final negotiated contract.

## **26. SUBMISSION REQUIREMENTS**

Proposal packages must contain, at a minimum, the following information and materials:

- a. Letter of Transmittal
- b. Table of Contents
  - 1.0 Experience of Proposer with HUD regulations for public housing development/modernization and historic preservation.
  - 2.0 Experience of Proposer with development of affordable housing and commercial development.
  - 3.0 List of all key members of the firm, and any consultant who will be committed to this project. Indicate the level of effort and function of each member of the project.  
Prepare organization structure to show how the key members will be involved. Include résumés of these individuals. The résumés should include the following minimum information:
    1. Name
    2. An explanation of the function they will perform and their title by classification.
    3. Their relevant educational background.
    4. Their relevant work experience.
    5. Their work experience with governmental clients.
    6. Any specialized skills, training, and/or credentials that is relevant to the required services.
  - 4.0 The Proposer(s) must describe how it will approach the work associated with the requested services, to include an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services.
  - 5.0 Schedule of Performance/Timeliness/Deliverables.
  - 6.0 Provide list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:
    - a. the term (beginning and ending dates) of your contract agreement(s);
    - b. the approximate monthly revenues resulting from the work;

- c. a brief description of the scope of work; and
  - d. the name, address, and telephone number of the individual that administered your contract(s).
- 7.0 Information concerning the firm(s) affirmative action plans, policies, etc.
  - 8.0 A copy of the most current annual report or audited financial report.
  - 9.0 A list, description, and outcome of lawsuits filed against the respondent, its predecessor or affiliate entities.
  - 10.0 Budget, cost control experience and results.
  - 11.0 MBE/WBE participation
  - 12.0 List of References (5 minimum)
  - 13.0 Proposer's fee for developing and submitting the HOPE VI Grant Application, Low Income Housing Tax Credit and/or Tax Exempt Bonds required services and related information. The quoted fee must be a lump sum fee (inclusive of all incidental expenses), which is not subject to adjustment based upon actual costs incurred. The Proposer's lump sum fee and hourly rates shall be negotiable. Proposers should include a range of hourly fees.

The firm(s) hereby authorize(s) and request(s) any person, firm, corporation and/or government entity to furnish any information requested by THA in verification of the references provided, and for determining the quality and timeliness of providing the services.

## **27. CERTIFICATIONS AND AFFIDAVITS (REQUIRED SUBMITTALS)**

Proposers should submit the following certifications, which are attached as Appendix I of the proposal:

1. General conditions of the Contract (Non-Construction) – Public and Indian Housing Programs (Form HUD 5370-C)
2. Representations, Certifications and Other Statement of Offerors (Non-Construction Contracts) – Public and Indian Housing Program Form HUD 5369C
3. Instructions to Offerors for Non-Construction Contracts – Public and Indian Housing Programs (Form HUD 5369-B)
4. Certification regarding Debarment and Suspension (Form HUD 2992)

Proposers should also submit the following affidavits and declaration, which are attached, in Appendix I of the proposal:

1. Equal Opportunity Affidavit
2. Non-Collusive Affidavit
3. Declaration

## **28. METHODOLOGY/STRATEGY TO ACCOMPLISH CONSULTING SERVICES**

The Proposer(s) must describe how it will approach the work associated with the requested services, to include understanding of the scope of services required, and unique or innovative approaches to be utilized in performing these services. All graphic presentations are optional.

## **29. REFERENCES**

Provide a list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- a. the term (beginning and ending dates) of your contract agreement(s);
- b. monthly revenues resulting from the work;
- c. a brief description of the scope of work; and
- d. the name, address, and telephone number of the individual that administered your work

## **30. MINORITY/WOMEN BUSINESS PARTICIPATION**

Whenever possible, the firm(s) awarded the contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises, certified as such as recognized.

## **31. USING BEST EFFORTS TO FULFILL MBE/WBE REQUIREMENTS**

In the event THA has a reasonable belief that the Proposer will not use its best efforts to meet the MBE/WBE participation goal, THA reserves the right to pull work from the contract. Best efforts may be established by showing the Proposer has contracted and solicited bids/quotes from subcontractors in identifying MBE/WBEs.

## **32. CANCELLATION**

THA reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor,
- Accept other than the lowest priced offer,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

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

## **33. COMPENSATION**

The successful candidate(s) selected for this project must have the financial resources to complete the scope of work and services. The selected firm will be requested to submit a progress schedule, and a payment plan prior to contract execution.

### 34. EXPERIENCE REQUIREMENT

The minimum experience requirements are as follows:

#### TEAM EXPERIENCE

- Demonstrated experience with federal policy and planning.
- Experience with preparing similar application and/or proposals with emphasis on low income and affordable housing projects.
- Experience with five (5) projects of similar nature.
- Successful development of an application of similar nature.
- Experience and professional excellence of designated key professionals.
- Experience in urban planning.
- Demonstrated National experience with Public Housing issues, specifically the HOPE VI Public Housing Revitalization Program.
- Experience with supportive and community services activities which fully meet local, state, and federal codes, ordinances, regulations and criteria as promulgated by HUD.
- Experience with project planning, methodologies/strategies to accomplish tasks, services.
- Experience and knowledge of redevelopment of communities.
- Experience with Real Estate financing.
- Experience in meeting MBE/WBE/Section 3 participation goals.
- Experience in identifying, pursuing, and applying for sources of funding necessary to achieve the ends anticipated by the application.

### 35. PROPOSED SCHEDULE

<b>Task</b>	<b>Deadline</b>
RFP Issued	May 16, 2010
Questions Deadline	4:00 PM CST, June 10, 2010
Submission Deadline	4:00 PM CST, June 17, 2010

**36. DECLARATION – (REQUIRED SUBMITTAL)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Submittal Date

The undersigned, as Proposer, declares that the only persons interested in this response are named herein, that no other person has any interest in this proposal, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he/she has complied in every respect with all of the instructions of Proposers, and has read all addenda, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The Proposer agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the Proposer and THA for the performance of all requirements to which the proposal pertains.

The Proposer states that this proposal is based upon the proposal documents and addenda, if any.

Persons interested in this response:

Name	Identity of Interest
------	----------------------

- 1.
- 2.
- 3.
- 4.
- 5.

\_\_\_\_\_  
Name of Firm/Individual/Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**37. MBE/WBE PARTICIPATION**

**MBE/WBE Participation:** The contractor agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called MBE/WBE) certified as such as recognized by THA as a certified MBE/WBE.

**Using Best Efforts to Fulfill MBE/WBE Requirement:** In the event THA has a reasonable belief that contractor will not use his/her/its best efforts to meet the MBE/WBE participation goal, THA reserves the right to pull work from the contract. Best efforts may be established by a showing that contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing authority to seek assistance in identifying MBE/WBEs.

**Notification of MBE/WBE Participation:** Contractor agrees to promptly complete and return all MBE/WBE Confirmation of Participation and MBE/WBE Confirmation of Payment forms utilized by THA to confirm MBE/WBE subcontractor by submitting copies of checks made payable to the respective MBE/WBE subcontractor signed by the contractor.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Note: This form must bear a signature.

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### 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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

---

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

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

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

OMB Approval No. 2577-0157 (exp.12/31/2011)

---

**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

OMB Approval No. 2577-0157  
(exp.3/31/2010)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

---

1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_)ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn  
deposes and says: That he is \_\_\_\_\_

(a partner or officer of the firm of, etc.)

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

By \_\_\_\_\_  
(Signature of Bidder, if the bidder is individual;  
Partner, if the bidder is a partner;  
Officer, if the bidder is a corporation)

\_\_\_\_\_  
(Print Name and Title)

(Affix Corporate Seal if required)

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

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

\_\_\_\_\_  
(Notary Seal Required)

# 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. 9/30/2009)

<b>Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification</b>			<b>For HUD HQ/FmHA use only</b>		
1. Agency Name and City where the application is filed			2. Project Name, Project Number, City and Zip Code contained in the application		
3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)		

**List of All Proposed Principal Participants**

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

**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 the 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. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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 non-compliances under any Conventional Contract or Turnkey 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 HUD 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. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (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.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

**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.**"

1. List each Principal's Name  (list in alphabetical order, last name first)	2. List Previous Projects (give the ID number, project name, city location, & government agency involved if other than HUD)	3. List Principals' 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?			6. Last Mgmt. and/or Physical Inspctn Rating
				Yes	No	If *Yes,* explain	

**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:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other, our memorandum is attached.
Supervisor	Director of Housing / Director, Multifamily Division		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
			Date (mm/dd/yyyy)

### 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. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note** that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 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 other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 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 corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not 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 title of those who elect not to sign. 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.

**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 cooperative 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 at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

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., refinance, management, change in ownership, transfer of physical assets, etc.

**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 Apts." 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 site location.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or 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."

**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant 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. 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 then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 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 agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

**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 either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

**No Previous Record:** Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name - "No previous participation, first experience."

**Master List System:** If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List.**" In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List  
Participation and Compliance  
Division - Housing  
U.S. Department of Housing and  
Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

**If you have withdrawn from a project** since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

**Certification:**

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements 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 an 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 of A(2)(e) 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 or 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. 3535(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 participate in multifamily programs can become 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 evaluate whether or not 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, except as 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)

### SECTION 3 CLAUSE

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative 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 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 regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Date: \_\_\_\_\_



### **THA Certification of Non Discrimination**

The offeror/bidder agrees and warrants that in the performance of the contract, if awarded, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. The supplier further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. It is understood that non-discrimination shall include all forms of harassment and specifically sexual harassment. The contractor hereby certifies the forgoing and that the contractor will adhere to and enforce all applicable federal, state and local laws pertaining to non-discrimination.

Authorized Signature:

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Date: \_\_\_\_\_