



**GREATER METROPOLITAN AREA HOUSING AUTHORITY/ROCK ISLAND
COUNTY HOUSING FINANCE CORPORATION**

Date: **December 5, 2022**

Project Title/Number: **RAD Resident Relocation Consulting Services, otherwise known as
the Two Towers Project**

Delivery Date/Time: **January 5, 2023 @ 2:00 p.m.**

To: **All Prospective Offerors**

SUBJECT: **Request for Proposals (RFP)**

Separate sealed proposals for: **RAD Resident Relocation Consulting Services for 239 units,
(AMP 7 & AMP 12) located in East Moline and Silvis, IL**

will be received at the following address:

**Greater Metropolitan Area Housing Authority/Rock Island County Housing Finance Corp.
Central Office
621 17th Avenue
East Moline, IL 61244**

No email submissions will be accepted.

until **2:00 p.m.** local time, **January 5, 2023**. Proposals will be held in confidence and not
released in any manner until after contract award.

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter into a
contract with the Housing Authority in the form included in the contract documents to complete
all work as specified or indicated in the contract documents for the contract price and within the
contract time indicated in the attached RFP. The offeror further accepts all of the terms and
conditions of the RFP.

Proposals should be prepared in accordance with the attached instructions, and will be evaluated
by the GMAHA/RICHFC as stated in the evaluation factors for award in the RFP.

Questions regarding the attached RFP should be directed to Erica Nevarez at
enevare@gmaharic.org and must be received no later than 2:00 PM on January 5, 2023.
Addenda to the RFP will be issued to all respondents via email on January 6, 2023.

Amy S. Clark
Executive Director/CEO

Attachments

**GREATER METROPOLITAN AREA HOUSING AUTHORITY/ROCK ISLAND COUNTY
HOUSING FINANCE CORPORATION**

SOLICITATION COVER SHEET

1. SOLICITATION TYPE AND DESCRIPTION:

- ☒ REQUEST FOR PROPOSALS (RFP)
☐ INVITATION FOR BIDS (IFB)
☐ REQUEST FOR QUOTATIONS

DATE ISSUED: December 5, 2022

PROJECT NAME: RAD Resident Relocation Consulting Services, otherwise known as the Two Towers Project

DESCRIPTION OF SUPPLIES/SERVICES/CONSTRUCTION: RAD Resident Relocation Consulting Services for 239 units, (AMP 7 & AMP 12) located in East Moline and Silvis, IL

SEALED BIDS/PROPOSALS ARE DUE IN THE FOLLOWING LOCATION:

Greater Metropolitan Area Housing Authority/Rock Island County Housing Finance Corporation
Central Office
621 17th Ave
East Moline, IL 61244

No email submissions will be accepted.

NO LATER THAN: 2:00 pm (local time) ON: January 5, 2023

CAUTION: LATE SUBMISSIONS WILL BE HANDLED IN ACCORDANCE WITH THE PROVISION ON FORM HUD-5369 OR 5369-B TITLED "LATE SUBMISSIONS AND WITHDRAWAL OF BIDS/OFFERS".

FOR INFORMATION CONTACT: Erica Nevarez at enevarez@gmaharic.org

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(check all that apply)

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SECTION A. SPECIFICATIONS/STATEMENT OF WORK

SPECIFICATIONS/STATEMENT OF WORK

The Greater Metropolitan Area Housing Authority (GMAHA)/Rock Island County Housing Finance Corporation (RICHFC) is seeking qualified individuals or firms for the provision of services related to resident relocation and coordination of 239 public housing units that will be converting to RAD. The role of the firm selected as a result of this RFP will be to assist the GMAHA to plan and facilitate the temporary relocation of residents at Streed Tower (Amp 7) and Warren Tower/Heights/Place (Amp 12). Both Amps will undergo substantial rehabilitation, so those tenants will need to be temporarily relocated off-site to alternate properties. The GMAHA purchased a 32 unit one- and two-bedroom complex for the purpose of relocation, but residents with mobility issues may have to temporarily relocate to other properties within the community until they are able to move back to their original unit.

RIN and GIN notices were previously distributed to residents and there have been a few resident meetings regarding the RAD conversion. We are currently in the design phase and construction is anticipated to start in the Fall of 2023.

Respondents agree and acknowledge that the Statement of Work contained in this RFP is an outline only and is not a complete, detailed or exhaustive description of each specific relocation service that must be provided by the successful Respondent.

General Responsibilities

1. Participate in community/resident meetings as required by the GMAHA.
2. Cooperate with GMAHA and other agencies.
3. Assist with the procurement of other service providers and consultants to support the relocation project. Additional service providers may include moving & storage companies.
4. Provide status reports of relocation project progress at regular intervals as required by the owner entity.
5. Other duties as assigned by the GMAHA to address specific conditions of the project activity, which will cause the least disruption to the resident(s) and maintain the construction schedule.
6. Participate in Project Team Meetings as needed.
7. Submit invoices to the owner entity on a monthly basis, as applicable, for services provided.
8. Provide relocation staff that are highly knowledgeable about local, state and federal relocation regulations and requirements.
9. Develop relocation plans that identifies relocation challenges and overall costs.
10. Provide final reports to the GMAHA in paper and/or electronic file, as requested.
11. Perform all work in accordance with the applicable HUD RAD notices, applicable state law, and the Uniform Relocation Act, including all updates thereto.

Residential

1. Assist in identifying all resident occupants and/or activities and determine eligibility for relocation benefits.
2. Establish and maintain separate files for each resident.
3. Prepare and coordinate the delivery of appropriate and timely notices to residents.

4. Meet with each resident to explain the anticipated relocation activities.
5. Conduct individual personal resident surveys and interviews to determine relocation needs and preferences.
6. Explain residents' rights under applicable relocation laws and the Uniform Relocation Act as applicable.
7. Develop a relocation plan that includes temporary relocation or resident activities as required and/or appropriate for each resident.
8. Prepare relocation forms and claim forms for use in each project.
9. Assess the needs of each resident and offer transportation, or other services including translation, as required.
10. Provide current and ongoing information to each resident including the status of the relocation process, benefits, relocation options and availability of replacement sites.
11. Obtain estimates for moving costs, coordinate and monitor moving services, as well as the associated billing duties described above.
12. Monitor move(s) as necessary.
13. Should there be an instance where a resident believes their item(s) is missing or damaged through the relocation process (storage, construction) assist in informing each resident in filing a properly documented relocation claim and submit to GMAHA for review and processing. If necessary, assist GMAHA in responding to residents who file a relocation grievance and provide supporting information.
14. Present residential relocation benefits to GMAHA for review and approval.
15. At the conclusion of each project, provide copies of completed relocation.

Specific Residential Relocation Responsibilities

As necessary, for the purpose of permanent moves: (*permanent moves are not anticipated*)

1. Determine rental comparable
2. Compute estimated resident benefits for review by the owner entity.
3. Present owner entity-approved residential relocation benefits to each resident.

GMAHA/RICHFC DEVELOPMENTS FOR RAD RELOCATION

AMP 7 (79 units)

STREED TOWER

647 16TH AVENUE
EAST MOLINE, IL 61244
79 HIGHRISE UNITS
YEAR BUILT: 1972

BEDROOM BREAKDOWN:

1 BR - 79

AMP 12 (160 units)

WARREN TOWER

325 SECOND STREET
SILVIS, IL 61282
110 HIGHRISE UNITS
YEAR BUILT: 1982

1 BR - 110

WARREN HEIGHTS

335 3RD AVENUE COURT
SILVIS, IL 61282
46 FAMILY TOWNHOUSES/WALKUP UNITS
YEAR BUILT: 1982

2 BR - 30

3 BR - 14

4 BR - 2

WARREN PLACE

505-507 14TH STREET
509-511 14TH STREET
SILVIS, IL 61282
2- DUPLEXES
YEAR BUILT: 1966

2BR - 2

2BR - 2

SECTION B. MANDATORY CLAUSES

- SECTION 3

- CONFLICT OF INTEREST STATEMENT

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 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

CONFLICT OF INTEREST STATEMENT

No employee, officer, or agent of the Greater Metropolitan Area Housing Authority of Rock Island County/Rock Island County Housing Finance Corporation shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when a financial or other interest in a firm selected for award is held by:

- a. The employee, officer, or agent involved in the making of the award;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above.

SECTION C. QUALIFICATIONS AND EVALUATION CRITERIA

Respondents should demonstrate qualifications for the work to be performed. GMAHA/RICHFC is looking for content, and organized effort, including ability to provide services in timely manner.

When responding to this RFP, please include any supporting documents necessary. At a minimum, proposals must include the following items:

Section 1. Summary/Profile/History of Company—10 maximum points

- Provide a brief history of your company.
- Describe the number of years that your firm has been in business.
- Provide your current number of employees.

Section 2. Technical Proposal—25 maximum points

- Plan giving as much detail as is practical explaining how the services will be performed and any anticipated obstacles.
- Implementation schedule for requested services.
- Describe your approach to reporting and communication

Section 3. Organization Support and Experience—25 maximum points

- Organization chart and assignment of responsibilities for key staff
- Key personnel listing by labor category, location of staff and resumes
- Documentation of experience on similar projects
- Provide at least 3 references that we may contact
- Subcontracting arrangements (if any)

Section 4. Price Proposal —30 maximum points

- Costs for services broken down by activities or steps shown on the project schedule
- Cost breakdown by labor category, hours and hourly rates
- Cost breakdown of travel and other direct costs
- Subcontract costs
- TOTAL costs for services must be provided separately for AMPS 7 & 12 as indicated on price proposal forms provided in SECTION E

Section 5. Section 3 Business Concern Status or Plan—10 maximum points

- Indicate status of company as a Section 3 Business concern. Also include a Section 3 strategy statement/ plan which provides economic opportunities to low and very low-income residents and businesses where the project is located. Note: It is your requirement to provide these opportunities "to the greatest extent feasible."

SECTION D: EVALUATION FACTORS

The Greater Metropolitan Area Housing Authority (GMAHA)/Rock Island County Housing Finance Corporation (RICHFC) will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline. The evaluation process will be based on a weighted point system with the evaluation factor or subfactor's relative weight listed immediately following each factor/subfactor.

The GMAHA/RICHFC will rank all proposals in accordance with this point system and will begin contract negotiations with the highest ranked offeror accordingly. If negotiations between the GMAHA/RICHFC and the highest ranked offeror fail to produce a mutual agreement, the GMAHA/RICHFC will terminate said negotiations and proceed with contract negotiations with the second highest ranked offeror. Said process will continue until a mutual agreement is reached between the GMAHA/RICHFC and an offeror.

The GMAHA/RICHFC reserves the right to reject any and/or all proposals.

The GMAHA/RICHFC further reserves the right to waive any informalities in the proposal process, to negotiate with the offeror selected and to accept the proposal which is in the best interest of the Housing Authority.

No proposal shall be withdrawn for a period of 60 days subsequent to the proposal deadline without the consent of the GMAHA/RICHFC.

Section 3 business concern, minority and/or women-owned businesses are encouraged to respond to this solicitation.

SECTION E. PRICE PROPOSAL FORMS

PRICE PROPOSAL FORM

Name of Bidder/Offeror: _____

Address: _____

Project Title/Number: **RAD Resident Relocation Consulting Services**
“Two Towers Project”
Streed Tower (Amp 7) – 79 units

Attention: Greater Metro Area Housing Authority/Rock Island County Housing Finance Corp.
621 17th Avenue
East Moline, IL 61244

Contract Type: ☒ Firm Fixed-Price ☐ Cost-Reimbursement
 ☐ Indefinite-Quantity ☐ Labor-Hour
 ☐ Time-and-Materials ☐ Level-of-Effort

I have received the Request for Proposal dated _____, for the above named Project as prepared by _____. I have also received Amendment Numbers _____ through _____, and have included their provisions as listed in the Proposal.

We hereby propose to furnish all labor, materials, equipment and services required to complete all items encompassed by the contract documents and in accordance therewith for the sum of:

\$(_____) **Base Bid/Proposal**

Please provide cost breakdown of total Housing units by individual AMP.
NOTE: Total must equal base bid proposal amount

AMP 7—79 units \$ _____

Date

Bidder/Offeror's Signature

Note: This form must be completed and must accompany all proposals to be considered valid under this solicitation.

SECTION E. PRICE PROPOSAL FORMS

PRICE PROPOSAL FORM

Name of Bidder/Offeror: _____

Address: _____

Project Title/Number: **RAD Resident Relocation Consulting Services**
“Two Towers Project”
Warren Tower/Heights/Place (Amp 12) – 160 units

Attention: Greater Metro Area Housing Authority/Rock Island County Housing Finance Corp.
621 17th Avenue
East Moline, IL 61244

Contract Type: ☒ Firm Fixed-Price ☐ Cost-Reimbursement
 ☐ Indefinite-Quantity ☐ Labor-Hour
 ☐ Time-and-Materials ☐ Level-of-Effort

I have received the Request for Proposal dated _____, for the above named Project as prepared by _____. I have also received Amendment Numbers _____ through _____, and have included their provisions as listed in the Proposal.

We hereby propose to furnish all labor, materials, equipment and services required to complete all items encompassed by the contract documents and in accordance therewith for the sum of:

\$(_____) Base Bid/Proposal

Please provide cost breakdown of total Housing units by individual AMP.
NOTE: Total must equal base bid proposal amount

AMP 12—160 units \$ _____

Date

Bidder/Offeror's Signature

Note: This form must be completed and must accompany all proposals to be considered valid under this solicitation.

SECTION F: ATTACHMENTS

- **HUD-5369-B FORM**
- **HUD-5370-C Section 1 FORM**
- **PROFILE OF FIRM FORM**
- **FORM OF CONTRACT**

Instructions to Offerors Non-Construction

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



- 03291 -

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 (excl. 11/30/2023)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

PROFILE OF FIRM FORM

- 1) Prime _____ Sub-contractor _____ (This form must be completed by and for each).
- 2) Name of Firm: _____ Telephone: _____ Fax: _____
- 3) Street Address, City, State, Zip: _____
- 4) Please attach a brief biography/ resume of the company, including the following information:
 - a) Year Firm Established _____
 - b) Year Firm Established in [JURISDICTION] _____
 - c) Former Name and Year Established (if applicable) _____
 - d) Name of Parent Company and Date Acquired (if applicable) _____
- 5) Identify Principal/ Partner in firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- 6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

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

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

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

☐ Resident-Owned _____%
 ☐ African American _____%
 ☐ Native American _____%
 ☐ Hispanic American _____%
 ☐ Asian/ Pacific American _____%
 ☐ Hasidic Jew _____%
 ☐ Asian Indian American _____%

☐ Women - Owned (MBE) _____%
 ☐ Women – Owned (Caucasian) _____%
 ☐ Disabled Veteran _____%
 ☐ Other (Specify) _____%

WMBE Certification Number: _____
 Certified By (Agency): _____

Signature

Date

Printed Name

Company

PROFILE OF FIRM FORM

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

Signature _____ Date _____ Printed Name _____ Company _____

FORM OF CONTRACT

THIS AGREEMENT MADE THIS ____ day of _____ in the year 2023 by and between _____; a Corporation, Partnership or Sole Proprietorship existing under the laws of the State of _____, hereinafter called the "Contractor", and the Greater Metropolitan Area Housing Authority of Rock Island County (GMAHA)/ Rock Island County Housing Finance Corporation (RICHFC), hereinafter called "The Housing Authority".

WITNESSETH, that the Contractor and the Housing Authority for the consideration stated herein, mutually agree as follows:

ARTICLE I

STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services and perform and complete all work necessary for the construction and or service at:

Project No.(s) AMP 7-Streed Tower and AMP 12-Warren Tower/Heights/Place
Located at East Moline, IL 61244 and Silvis, IL 61282

For the **RAD Resident Relocation Consulting Services "Two Towers Project"**

in strict accordance with the specifications which said Specifications are incorporated herein by reference and made a part hereof.

ARTICLE II

CONTRACT PRICE

The Housing Authority shall pay the Contractor for the performance of the Contract, in current funds, the sum of _____ dollars, \$ _____.

ARTICLE III

HOLD HARMLESS AGREEMENT

The Contractor hereby agrees to indemnify and hold harmless the Housing Authority, its Directors, officers, employees, agents and representatives, and successors and assigns, from any and all liability, claims, demands actions or causes of action, costs, expenses, including attorney's fees, and damages, in any way arising out of or resulting from the performance of services under this contract, but only to the extent that any such liability, claim, demand, action or cause of action, cost, expense or damage is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Housing Authority and any of its agents or servants by an employee of any of them or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Acts, Disability Acts or their Employee Benefits Acts.

ARTICLE IV

PROPERTY LIEN PROHIBITION

The contractor or subcontractor is prohibited from placing a lien on the Housing Authority's property.

ARTICLE V

CONTRACT MODIFICATIONS

Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

ARTICLE VI

TERMINATION

The Housing Authority may terminate this contract in whole, or from time to time in part, for the failure of the Contractor to fulfill the contract obligations (default) or for convenience. The Housing Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Housing Authority all information, reports, papers and other materials accumulated or generated in performing this contract, whether completed or in process.

In the event of termination, payment for any fractional month shall be determined by prorating the monthly charge.

ARTICLE VII

CONTRACT DOCUMENTS

The contract shall consist of the following component parts:

- (a) This instrument
- (b) Mandatory Clauses
- (c) Specifications
- (d) General Conditions

This instrument, together with the other documents enumerated in this Article VII, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article VII shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of the preference of the component part of the contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts as of the day and year first above written.

ATTEST:

(CONTRACTOR)

BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

ATTEST:

**THE GREATER METROPOLITAN AREA
HOUSING AUTHORITY/ROCK ISLAND
COUNTY HOUSING FINANCE
CORPORATION**

BY: _____

TITLE: EXECUTIVE DIRECTOR/CEO

ADDRESS: 621 17th Avenue

CITY & STATE: East Moline, IL 61244