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**SPRINGDALE HOUSING AUTHORITY  
REQUEST FOR QUALIFICATIONS FOR  
DEVELOPER PARTNER SERVICES**

**Statement of Qualifications Due  
MARCH 27, 2025, 4:00 PM CST**

*An Equal Housing Provider*

## Springdale Housing Authority Request for Qualifications For Developer Partner Services

The Springdale Housing Authority (“SHA”) is seeking qualifications from experienced development firms and/or consultants to direct the development/redevelopment/revitalization of affordable housing in SHA’s portfolio. All questions may be directed to Joy Hunnicutt, Executive Director, at (479) 751-0560, or at [director@springdaleha.org](mailto:director@springdaleha.org). Submission of developer qualifications must be received at SHA's office no later than March 27, 2025 at 4:00 p.m.

REQUEST FOR QUALIFICATIONS ISSUED	February 28, 2025
SITE VISIT & PRE-PROPOSAL CONFERENCE	March 17, 2025
STATEMENTS OF QUALIFICATIONS DUE	March 27, 2025
POTENTIAL INTERVIEWS WITH RESPONDENTS	April 2-3, 2025
ANTICIPATED BOARD APPROVAL	NO LATER THAN APRIL 30, 2025

# TABLE OF CONTENTS

<b>SECTION</b>	<b>PAGE</b>
<b>GENERAL SUBMISSION INFORMATION.....</b>	<b>2</b>
<b>RECEIPT OF RESPONSES.....</b>	<b>2</b>
<b>PROGRAM SUMMARY.....</b>	<b>2</b>
<b>DEFINED TERMS.....</b>	<b>2</b>
<b>PLAN DESCRIPTION &amp; SITE BACKGROUND .....</b>	<b>3</b>
<b>SCOPE OF SERVICES .....</b>	<b>5</b>
<b>SHA’S ROLE.....</b>	<b>6</b>
<b>THE DEVELOPER PARTNER’S ROLE.....</b>	<b>7</b>
<b>INSTRUCTIONS AND NOTICE TO RESPONDENTS .....</b>	<b>9</b>
<b>SUBMISSION AND CONTENT OF RESPONSES.....</b>	<b>9</b>
<b>SUBMISSION REQUIREMENTS .....</b>	<b>9</b>
<b>ACKNOWLEDGEMENT OF AMENDMENTS.....</b>	<b>11</b>
<b>COMPLETE AND ACCURATE SUBMISSION .....</b>	<b>11</b>
<b>RETENTION.....</b>	<b>11</b>
<b>CANCELLATION/WAIVER.....</b>	<b>11</b>
<b>KEY PERSONNEL .....</b>	<b>11</b>
<b>PART OF CONTRACT.....</b>	<b>11</b>
<b>NO COMPENSATION FOR RESPONSE.....</b>	<b>12</b>
<b>INITIAL REVIEW.....</b>	<b>12</b>
<b>SELECTIONS PROCESS.....</b>	<b>12</b>
<b>ADDENDA.....</b>	<b>12</b>
<b>SHA’S OPTIONS.....</b>	<b>12</b>
<b>GENERAL CONDITIONS .....</b>	<b>12</b>
<b>ATTACHMENTS.....</b>	<b>18</b>

# Request for Qualifications Developer Partner Services

- DATE ISSUED:** February 28, 2025
- TYPE OF PROJECT:** SHA is soliciting qualifications from experienced development firms and/or consultants to direct the development/redevelopment/revitalization of Public Housing
- CONTACT PERSON:** Ms. Joy Hunnicutt, Executive Director  
Springdale Housing Authority  
5 Applegate Drive  
Springdale, Arkansas 72764  
Telephone: (479) 751 - 0560  
E-mail: [director@springdaleha.org](mailto:director@springdaleha.org)
- SITE VISIT:** March 17, 2025, 12:00 PM  
5 Applegate Drive  
Springdale, Arkansas 72764
- PRE-PROPOSAL CONFERENCE:** March 17, 2025, 2:00 PM  
Zoom Participation:  
<https://us02web.zoom.us/j/85210971379?pwd=qeaF13IzDc2AP8WIyNG78lneve19Iv.1>  
  
In Person Participation: Legacy National Bank  
4055 W Sunset Ave, Springdale, Arkansas 72762
- DEADLINE FOR QUESTIONS:** March 24 , 2025 @ 4:00 pm CST
- SUBMISSION DEADLINE:** March 27, 2025 @ 4:00 pm CST

Springdale Housing Authority is inviting statements of qualifications from experienced development firms to direct the development/redevelopment/revitalization of public housing on multiple sites. The selected firm will be considered a Developer Partner, and selected in accordance with 24 CFR part 941 subpart F. It is SHA's intent that this Partner will direct all development activities in the new or rehabilitated housing. It is the intent of SHA that it or its non-profit affiliate will maintain the ownership control of the re-developed housing as appropriate. The existing public housing communities will be evaluated by the successful firm and will propose a Revitalization Plan to be implemented by SHA.

**READ THE REQUEST FOR QUALIFICATIONS (RFQ)  
DOCUMENTS FULLY AND CAREFULLY.**

**IT IS SHA'S INTENT TO MAKE THIS RFQ PART OF THE CONTRACT**

**A. GENERAL SUBMISSION INFORMATION:**

All qualifications will be considered as they are construed by SHA reserving the right to reject any or all materials and the right to request oral presentations of all or some of the respondents. SHA requests that information be brief and concise. After reviewing the qualifications, SHA may request additional information.

SHA is not liable for any costs incurred by the respondents. In general, no money will be paid to the successful respondent outside the negotiated fee.

**B. RECEIPT OF RESPONSES**

All materials must be submitted in one electronic format and one original and four (4) bound copies of the response to this Request for Qualifications shall be submitted in a sealed envelope and marked on the outside of the sealed envelope with the following information:

**Firm's name**  
**Firm's address**  
**DEVELOPER PARTNER SERVICES**  
**DEADLINE: March 27, 2025 @ 4:00 PM CST**

**Qualifications are not publicly opened.**

**All questions MUST be submitted in writing by 4:00 pm on March 24, 2025.**

SHA reserves the right to reject any or all responses. Facsimile and e-mail responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive.

**C. PROGRAM SUMMARY**

SHA is seeking submissions from qualified firms to provide comprehensive development services for SHA in connection with implementing the Revitalization Plan, which may be mixed income, mixed-finance communities. SHA envisions the reintegration of the sites into the fabric of adjoining neighborhoods through one or more general phases of development. SHA would like a mixed-use proposals to be considered when supported by businesses or service providers.

**D. DEFINED TERMS**

1. **“Developer Partner”** shall mean the entity engaged to serve as developer and which is either the guarantor or provides a guarantor for each phase of the Revitalization Plan.
2. **“Evaluation Committee”** shall mean a committee of individuals appointed by the Executive Director and comprised of SHA staff and consultant(s).

3. “**Public Housing Unit**” shall mean a conventional low-rent public housing unit currently receiving funds for operations under an Annual Contributions Contract between SHA and HUD.

4. “**Revitalization Plan**” shall mean a comprehensive master redevelopment plan for the Sites. The Developer Partner is responsible for ensuring that the final Revitalization Plan is financially viable and implementable and should provide for a redevelopment process that may be phases. The development plan will be developed in close collaboration with SHA. The Revitalization Plan will be designed so as to have SHA or its affiliate serve as ground lessor and as either general partner or managing member.

## **E. PLAN DESCRIPTION AND SITE BACKGROUND**

Springdale, Arkansas is located in the broader Northwest Arkansas Metropolitan Area. Springdale is one of the ten largest cities in Arkansas and is major industrial center for the state, providing numerous jobs to residents and those in the surrounding areas. The population has recently experienced and continues to experience incredible growth. Springdale is home to state-of-the-art recreation, community, and cultural resources for the region.

SHA is a small housing authority established in 1969. SHA was established pursuant to state law and eligible to receive federal funds as authorized by the United States Housing Act of 1937 and provides affordable housing. SHA consists of 197 Public Housing Units on three separate sites, known as Maple, Success, and Applegate (together, the “Sites”, a map of which is contained in Exhibit A). SHA also administers approximately 150 Housing Choice Vouchers. SHA seeks a redevelopment strategy that would rehabilitate the Sites, including all options to obtain the highest and best use of the land. Both the Success and Maple sites are located close to downtown Springdale and SHA seeks to revitalize these sites to be cohesive with the City of Springdale’s Strategic Town. The Sites are all located within Census Tract 05143010301, which was designated an Opportunity Zone in 2018 by the IRS. SHA has a goal to work cooperatively with a Developer Partner to realize the economic benefits that can be realized through being located in an Opportunity Zone.

### Maple Site (Spring Creek Division)

The Maple Site consists of four (4) duplexes and one (1) single family residence constructed in 1981, totaling nine (9) units serving families. The building structure is slab on grade with modern double paned aluminum frame windows with security screens. The exterior is brick with Masonite lap siding on gables. HVAC is natural gas heating with forced air and central air conditioning, installed in 2011. Gas water heaters were replaced in 2022. All gas stoves and refrigerators were also replaced in 2022. All units are metered at the unit for electric (100 AMP service) and gas, tenants are responsible for these payments. SHA pays for the water utilities and they are on a single water meter. The Maple Site sits on 3.73 acres of land in 9 parcels, including a separate deeded parcel of .54 acres that has been used to build part of the new park and has the Razorback Trail cutting through it.

SHA believes the Maple Site is not currently being used at its highest and best use. SHA is seeking to explore options to repurpose the site into a new mixed-income and possibly mixed-use development that complements the Razorback Trail traversing the site and the amenities of nearby downtown.

Maple Unit Type	Number
2-bed	4
3-bed	4
4-bed	1
Total	9

Success Site (Spring Creek Division)

The Success Site consists of nine (9) duplexes constructed in 1981, totaling eighteen (18) units serving families. The building structure is slab on grade with modern double paned aluminum frame windows with security screens. The exterior is brick with Masonite lap siding on gables. HVAC is natural gas heating with forced air and central air conditioning, installed in 2011. Gas water heaters, gas stoves, and refrigerators were also replaced in 2022. All units are metered at the unit for electric (100 AMP service) and gas, tenants are responsible for these payments. SHA pays for the water utilities and they are on a single water meter. The Success Site sits on 3.14 acres of land in 14 parcels.

SHA believes the Success Site is not currently being used at its highest and best use. SHA is seeking to explore options to repurpose the site into a new mixed-income development that is allowable with the neighboring municipal airport. Due to Success Site’s proximity to downtown, SHA is seeking a redevelopment strategy that complements the existing Razorback Trail and the nearby amenities.

Success Unit Type	Number
1-bed	6
2-bed	8
3-bed	4
Total	18

Applegate Site (Phillips Plaza)

The Applegate Site consists of fifty-four (54) residences constructed in 1969, totaling one hundred seventy (170) units serving families. The Applegate Site also contains SHA offices, maintenance shop, and garages. The unit’s building structure is slab on grade with modern double paned aluminum frame windows with security screens. The exterior is brick with Masonite lap siding on gables and entryways. HVAC is natural gas heating with forced air and central air conditioning. All but 32 units have been installed in 2023-January 2025. The remaining units will be installed in 2025. Gas water heaters, gas stoves, and refrigerators were replaced in 2022. All units are metered at the unit for electric (100 AMP service) and gas, tenants are responsible for these payments. SHA pays for the water utilities and they are on a single water meter. The Applegate Site sits on 17.56 acres of land in 1 parcel. Amenities include washer and dryer connections in all 1-, 2-, 3-, and 4-bedroom units. One parking spot per unit is provided along with street parking. Commodities are received and distributed by the office monthly for families that qualify and participate.

SHA believes the Applegate Site is currently being used at its highest and best use. However, the site is in need of upgrades and repairs. While the Applegate Site is physically sound and the units have been well maintained, SHA is seeking to provide repairs to address the quality of life.

Needed repairs include above-slab plumbing repairs in the kitchens and bathrooms, kitchen remodels in all the units, repairs to the yard sewer lines, updates to the community space, and façade improvements. SHA is also looking for ways to bring additional amenities to the Applegate Site that will benefit residents.

Applegate Unit Type	Number
Efficiency	30
1-bed	40
2-bed	60
3-bed	36
4-bed	4
Total	170

**F. SCOPE OF SERVICES/STATEMENT OF WORK**

SHA seeks an experienced Developer Partner with the skills, resources and commitment needed to successfully redevelop the Sites in accordance with applicable federal, state and city requirements and local design guidelines, leveraging community participation in the process. Paramount will be the Developer Partner's experience with similar projects and successful public-private partnerships, particularly a strong track record of resident engagement and community programming.

SHA’s primary redevelopment goals are to modernize and increase the existing housing stock at the sites while improving the quality of life and encouraging a sense of community within each neighborhood and among the families, residents and stakeholders. Proposed redevelopment plans of the Sites shall be required to introduce creative physical designs utilizing sustainable building materials, support the City of Springdale’s Downtown Master Plan where feasible, be complementary to neighborhood and community design standards, make the best overall use of the existing land and result in a reinvigorated community that indistinguishably integrates the new housing with the surrounding neighborhood. SHA’s minimum outcomes include:

1. Increasing the number of families that SHA serves;
2. Improving the quality of life of existing and future tenants;
3. Mitigating risk to SHA;
4. Implementing a sustainable operating platform for SHA;
5. Minimizing or eliminating off-site relocation of existing residents through effective development, planning and scheduling of the Revitalization Plan;
6. Incorporating modern amenities and site-specific cohesive design;
7. Integrating ‘green’ technologies and sustainable materials that meet energy efficient requirements as set forth in applicable building code;
8. Expanding economic development and job training/education opportunities for lower



income residents of Springdale through a robust Section 3 program;

9. Promoting safety and defensible space; and

10. Utilizing into existing green spaces and accessible connections—pedestrian and vehicular—within and between the Sites and the surrounding neighborhood.

The Developer Partner shall independently complete all necessary pre-development planning and produce an acceptable and financially feasible development plan (“Revitalization Plan”) for the Sites, consistent with expectations of this Request for Qualifications. The Plan will need to consider the size, complexity and phasing of all sites including any applications for HUD approvals and financing, phased rehabilitation and/or phased demolition and construction, mitigation of the flood zone designation, and resident and community engagement required by law.

While SHA would like to see an increase in the number of units at Maple and Success, SHA is not able to provide guarantees that any attempt to secure increased density or make other zoning changes would be feasible from the planning and entitlements perspective nor that increasing density would or be viewed as desirable by the community. However, it is SHA’s expectation that the Developer Partner will work closely with the Housing Authority, its neighbors and the City of Springdale to explore a density increase.

In addition, the Developer Partner shall provide the appropriate guarantees and effectively implement the approved Revitalization Plan in a timely and cost-effective manner; coordinate related partnerships agreeable to all parties; ensure the highest quality construction management and workmanship; and maintain effective communication among the development team, SHA, other applicable partners, residents and community stakeholders.

## **1. SHA’S ROLE**

SHA will partner with the selected development firm in the effort to develop a mixed-income community that is integrated with the surrounding neighborhoods.

The following will be the responsibility of SHA:

- Develop in conjunction with the Developer Partner a comprehensive master plan for the community including site layout, unit mix and configuration, amenities, and other physical design aspects.
- Assist if needed in applying for federal and state funding to assist with the development financing.
- Have a direct ownership interest in the general partnership structure or through its affiliate.
- Establish a financial structure that allows it to realize the stream of income from the Redevelopment Plan, including a portion of the developer’s fee, and any incentive management fee.

- Work with the Developer Partner to develop detailed project and operating budgets showing at least 15-year projections.
- Comply with Section 3 plan for the Sites.
- Coordinate community and supportive services.
- Obtain local support for the project.
- Participate in the overall development process including making decisions impacting the development and management of the project.

## **2. THE DEVELOPER PARTNER'S ROLE**

The selected Developer Partner will be an integral partner with SHA in the effort to develop a mixed-income community at Maple and Success site that is integrated with the surrounding neighborhoods and revitalize the Applegate site. The selected firm will be required to work closely with SHA and any appropriate neighborhood or community organization.

The following will be the responsibility of the selected firm:

- Develop, in conjunction with SHA, a comprehensive strategic phasing plan for the proposed Revitalization Plan.
- Direct and fund pre-development activities including environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis and surveys, rezoning (if necessary), market analysis, and financial feasibility.
- Prepare financial applications to potential financial partners and governmental and non-governmental funding sources.
- Coordinate/prepare as necessary required HUD submissions, including Mixed-Finance plan, FHEO, Part 58, SAC, RAD etc.
- Assist in training and employment opportunities to Section 3 individuals.
- Encourage participation by M/WBE and Section 3 firms throughout the Revitalization Plan.
- Develop a construction strategy and a development implementation schedule.
- Work with SHA to develop detailed development and operating budgets showing at least 15-year projections. The selected respondent will be required to expand

and update the budgets throughout the development process.

- Provide regular monthly reports to SHA on the progress of the development efforts, including work completed, associated costs, schedule and budgetary requirements.
- Work with SHA and its legal team to create an ownership structure for the development which shall include SHA and/or an affiliate of SHA as a general partner or managing member.
- Oversee design, construction and quality control of the development.
- Negotiate and provide favorable operating and financing guarantees to the equity investor and other lending institutions.
- Assist in obtaining all required building permits and zoning approvals.
- Assist in marketing and lease-up efforts.
- Assist in the Community and Supportive Service efforts. Assist with resident relocation timeframe and efforts.
- Oversee or assist asset management functions as required through lease-up and conversion to permanent financing.
- Assist in selecting new sites, if any.
- Engage SHA in the overall development process and include SHA in all decisions impacting the development and management of the project.

Respondent should indicate its approach to the division of work and responsibility between it and SHA, as well as any requirements regarding advance funding, compensation and similar issues. SHA is interested in a financial structure that allows it to participate in a stream of income from the development, including a portion of the developer fee, and any incentive management fee.

Each respondent must have, or within its team provide, the following:

- a. Experience in the redevelopment or revitalization of public housing;
- b. Experience in maximizing the use of various financing vehicles;
- c. Experience in development and construction;
- d. Expertise in housing developments that incorporates low-income housing tax credit, historic tax credits and affordable housing financing;

- e. Expertise in regulatory compliance issues;
- f. Expertise in Section 3, WBE and MBE compliance; and
- g. Expertise with local government authorities which regulate the permits and utilities necessary for the Revitalization.

**Developer Partner will assemble the team to accomplish these tasks in conjunction with SHA.**

**G. INSTRUCTIONS AND NOTICE TO RESPONDENTS:**

**1. SUBMISSION AND CONTENT OF RESPONSES**

**Inquiries:** The intent of this Request for Qualifications is to establish the general Scope of Work for the services needed and to provide prospective respondents with sufficient information to enable them to provide an acceptable response to this Request for Qualifications. Every effort has been made to outline requirements, and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this Request for Qualifications must be submitted in writing to:

Springdale Housing Authority  
5 Applegate Drive  
Springdale, Arkansas 72764  
Attention: Ms. Joy Hunnicutt, Executive Director

**2. SUBMISSION REQUIREMENTS**

**Responses that do not include all required information will be deemed unresponsive.**

Each respondent is required to submit a response providing information on the following items. Please address and identify responses in the order presented below. Respondents should **use the same number and title for each corresponding response** (to simplify review).

- a. **Letter of Interest:** Respondent's submittals shall be accompanied by a Letter of Interest on the respondent's letterhead. The letter should state that respondent understands the scope of services, the commitment to perform the services expeditiously, and a brief statement indicating why the respondent believes they are the best qualified to perform the engagement.
- b. **Respondent's Qualifications:** The respondent shall submit the following information regarding its qualifications:

- 1) **Previous Housing Development Experience:** SHA is interested in knowing the

range of development types produced by respondents. Provide information on up to five (5) properties developed or revitalized in which the respondent has participated and that are the most pertinent to SHA's scope. Properties include multifamily residential, mixed-income, and mixed-use. SHA desires examples of projects that required securing HUD approvals for public housing authorities and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals under the Low-Income Housing Tax Credit (LIHTC) program and/or workforce housing and/or any of the aforementioned models that also included mixed-use. **(40 Points)**

2) **Organizational Structure and Profile of Principals and Key Staff:**

- i) Provide a detailed description of the organizational structure and staffing of the respondent's team with a brief description of previous collaborations among the staff.
- ii) Provide profiles of the principals and key staff that will be involved in the development effort, what roles they would serve for SHA, and their level of experience as developers and/or developer consultants. Highlight their involvement in similar projects and activities, especially their experience in securing HUD approvals for public housing authorities and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals under LIHTC program and/or workforce housing and/or any of the aforementioned models that also included mixed-use.
- iii) Certify that all key staff will be available to start immediately or describe existing time commitments which would impair the respondent's ability to proceed expeditiously.

**(30 Points)**

3) **Experience in developing or redeveloping projects with unique challenges:**

Provide examples of Projects developed or redeveloped that solved unique site-based challenges, including but not limited proximity to airports and floodways.

**(10 points)**

4) **Supportive Services:** Provide examples of strategies used to identify and implement Supportive Services for residents. **(10 Points)**

5) **Energy Conservation and Sustainability Measures:** Provide examples of energy conservation measures implemented. **(10 Points)**

- c. **Statement on Previous Default:** Include a statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance, RAD or HOPE VI, by the respondent, its affiliates assigns or principals, and, if a default, the satisfactory remedy thereof.
- d. **References:** Provide references including the entity's name and mailing address along with the contact person's name, e-mail address and telephone number for projects where the respondent has provided developer services.
- e. **Exhibits:** Attach all required exhibits that are part of this Request for Qualifications.

**3. ACKNOWLEDGEMENT OF AMENDMENTS**

The respondent shall acknowledge in its response to this Request for Qualifications, receipt of any amendment(s) to the Request for Qualifications. The respondent's failure to acknowledge any amendment may result in rejection of the offer.

**4. COMPLETE AND ACCURATE SUBMISSION**

A respondent's failure to provide complete and/or accurate information in response to this Request for Qualifications may disqualify the respondent from further participation in the selection process.

Qualifications may be corrected, modified or withdrawn after submission, provided that the correction, modification or request for withdrawal is made by the respondent, in writing, and is received by SHA prior to the date and time designated in the Request for Qualifications for final receipt of submissions. After such date and time, the respondent may not change any provision of its response in a manner prejudicial to the interest of SHA and/or fair competition.

**5. RETENTION**

All submissions are the property of SHA and shall be retained by SHA. Responses will not be returned.

**6. CANCELLATION/WAIVER**

SHA reserves the right to cancel this Request for Qualifications or to reject, in whole or in part, any and/or all submissions received in response to this Request for Qualifications, upon its determination that such cancellation or rejection is in the best interest of SHA. SHA further reserves the right to waive any minor informality in any submissions received, if it is in the public interest to do so. The decision as to whom shall receive a contract award, or if an award shall be made based on this Request for Qualifications, shall be the absolute sole discretion of SHA. In addition, multiple awards may be made.

**7. KEY PERSONNEL**

The key personnel specified by the successful respondent will be considered essential for the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason(s), the contractor shall notify SHA in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The respondent shall not change key personnel or hours to be devoted, before or after contract award, without written permission from SHA.

**8. PART OF CONTRACT**

The contents of the documents submitted by the successful Respondent(s) may become part of any contract award at the sole discretion of SHA.

**9. NO COMPENSATION FOR RESPONSE**

SHA will not compensate Respondent for work or costs related to preparation and submission of its Statement of Qualifications.

**H. INITIAL REVIEW**

All responses will be initially reviewed to determine compliance with the response format requirements specified within this Request for Qualifications. Responses that do not comply with these requirements may be rejected without further review.

**I. SELECTIONS PROCESS**

The purpose of this Request for Qualifications is to solicit quality submissions so that SHA may select the one that meets its needs and requirements. It is further desired that the Request for Qualifications process will ensure competitiveness among respondents. SHA urges all interested respondents to carefully review the requirements of this Request for Qualifications.

All submissions will be evaluated by an Evaluation Committee. Written submissions containing the requested information will serve as the initial basis for selection of finalists. Each written Statement of Qualifications has a possible score of 100 points as set forth in Section G(2). SHA, in its sole discretion, will then select respondents it desires to interview. Interviews will be conducted via Zoom by invitation only on April 2-3, 2025.

SHA will select the winning respondent based upon the evaluation criteria and SHA's needs. The top-rated respondent will be invited to negotiate a development services agreement with SHA. In the event SHA is unable to reach an agreement with the top-rated firm, then SHA may contact the second-rated firm to negotiate a development services agreement.

**J. ADDENDA**

SHA will endeavor to provide copies of addenda to all potential respondents to whom this Request for Qualifications has been mailed, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda, as the same shall become part of his Request for Qualifications and all respondents will be bound thereby by the addenda, whether-or-not they are received by the respondent.

**K. SHA'S OPTIONS**

SHA reserves the right to cancel this Request for Qualifications, or to reject, in whole or in part, any and/or all submissions received in response to this Request for Qualifications, upon its determination that such cancellation or rejection is in the best interest of SHA. SHA further reserves the right to waive any minor informality, or the failure of any respondent to comply therewith, if it is in the public interest to do so. SHA will pay no compensation to any respondent for any costs related to preparation or submittal of its Statement of Qualifications.

SHA will reject the Statement of 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 Statement of Qualifications of any respondent who has previously failed to perform any contract properly for SHA.

The determination of the criteria and process whereby submissions are evaluated and the decision as to who shall receive a contract awarded shall be at the sole and absolute discretion of SHA.

#### **L. GENERAL CONDITIONS OF THE REQUEST FOR QUALIFICATIONS**

1. ELECTRONIC ONLY AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.
2. SHA reserves the right to accept or reject any and all Statements of Qualifications submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any Statements of Qualifications; to extend, amend or cancel this Request for Qualifications at any time; and, to make the award in the best interest of SHA.
3. SHA reserves the right to request additional information, if needed, from prospective contractors.
4. In the event that it becomes necessary for SHA to revise any part of this Request for Qualifications, revisions will be provided in the form of an Addendum advertised on SHA's website and emailed to all prospective contractors who were delivered the initial Request for Qualifications, providing a name, address, telephone number, fax number, and email address to SHA. SHA may issue and require Respondents to acknowledge addendums to the Request for Qualifications. Submissions must conform to any addenda that may be issued to this Request for Qualifications.
5. Upon receipt of submittals of all Statements of Qualifications by SHA at the designated location, submittals, modifications to submittals, and withdrawals of submittals shall be date- and time-stamped. All documents so received shall be held in a secure place by SHA and shall not be examined for evaluation purposes until after the submittal deadline.
6. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should carefully note compliance with the submission requirements.
7. All Statements of Qualifications submitted in response to this Request for Qualifications will be considered public information and may be made available to the general public (including news media) unless confidential and/or proprietary information is submitted under separate cover and is clearly designated as such.
8. The respondent shall provide a presentation, if requested to do so by SHA.
9. Respondents may modify or withdraw a submission prior to Submission Deadline by an authorized representative of that organization. All submissions will become the property of SHA after the Submission Deadline.
10. The respondent affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.



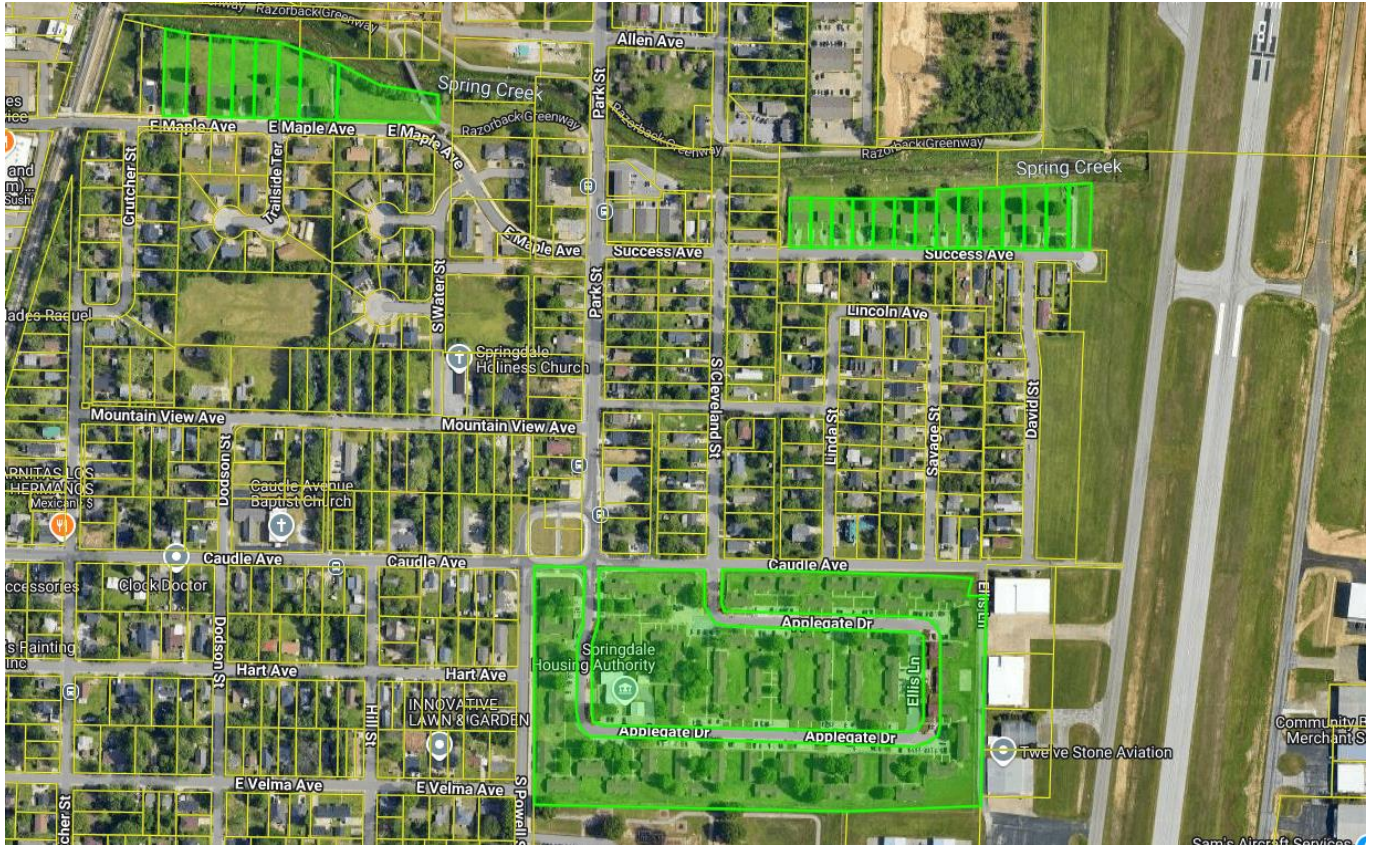
11. The respondent affirms that its Statement of Qualification is made without any understanding, agreement or connection with any other person, firm, partnership or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.
12. The respondent has carefully read the provisions, terms, and conditions of the Request for Qualification and does hereby agrees to be bound thereby.
13. SHA retains the right to negotiate with the selected firm. This Request for Qualifications may culminate in multiple negotiated agreements between SHA and the selected Developer Partner. Nothing in this Request for Qualifications, any statements made by SHA or its employees shall constitute an agreement or contract of any kind.
14. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between SHA and respondent.
15. Respondent must meet SHA's insurance and indemnification requirements.
16. The Respondent will not offer any gratuity, favor, or anything of monetary value to any officials or employee of SHA for the purpose of influencing consideration of a response to a Statement of Qualification.
17. SHA reserves the right to disqualify any submission that may present a conflict of interest Between SHA, its employees or Board members, Respondent, or parties identified in the submission.
18. SHA reserves the right to consider any information not presented in the response to this Request for Qualifications by Respondent.
19. Discussion with Respondents Prior to Submission. Except as outlined in this Request for Qualifications, respondents may not contact any of SHA's Board of Commissioners, staff and/or its consultants. Respondents must submit any questions to SHA in writing by the deadline. All questions and answers provided to any Respondent in respect to this Request for Qualifications will be posted as an Addendum to the Request for Qualifications on the SHA website.
20. Acceptance of Request for Qualifications and Contract Terms. Respondent's submission of a Statement of Qualification in response to the Request for Qualifications shall constitute acceptance by the respondent of the terms and conditions of this Request for Qualifications. In the event that the respondent's Statement of Qualification is accepted for contract award, the respondent agrees to enter into a contract with SHA for Master Development services.
21. Contract Award. Subject to the rights reserved in this Request for Qualifications, SHA will award the contract by written notice to the Developer Partner. The award of the contract is subject to the approval of SHA Board of Commissioners, and it shall be conditioned on the successful negotiation of revisions, if any, to the Statement of Qualifications, recommended as part of the evaluation. A contract shall be awarded in accordance with the terms and conditions of this Request for Qualifications to the Respondent whose Statement of Qualification is most advantageous to SHA considering respondent's experience, organizational structure, and other factors as specified in this Request for Qualifications. SHA reserves the right to negotiate and award any element of this Request for Qualifications, to reject any or all Statement of Qualifications, or to waive any minor irregularities or technicalities in a Statement of

Qualifications received that is in the best interest of SHA. SHA also reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the Request for Qualifications and will not affect the submittal evaluation.

22. No Warranty. Respondents are required to examine the Request for Qualifications, scope of services, and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this Request for Qualifications.
23. Costs for Submittal Preparation and Verification. Any costs incurred by interested respondents in preparing or submitting a submittal are the interested respondent's sole responsibility. Any costs incurred by the Successful Respondent prior to the execution of a Contract are not eligible for reimbursement. Costs incurred in connection with the review, inspection and verification of information provided in the Request for Qualifications shall be the interested respondent's sole responsibility.
24. Availability of Funds. The award of a contract and any allowed renewal or extensions thereof are subject to the availability of funds.
25. Certifications and Assurances. The selected Developer Partner must be willing to comply with all terms and conditions of the Request for Qualifications. As a general requirement, the Request for Qualifications specifies that all work is to be performed in accordance with professional standards, HUD regulations, requirements, and criteria and local codes, regulations, ordinances and statues. SHA fully expects and requires by contract that the successful Developer Partner will fully and routinely meet the requirements outlined in the Request for Qualifications.

# EXHIBIT A LOCATION OF SITES

Map of Sites



Map of Applegate

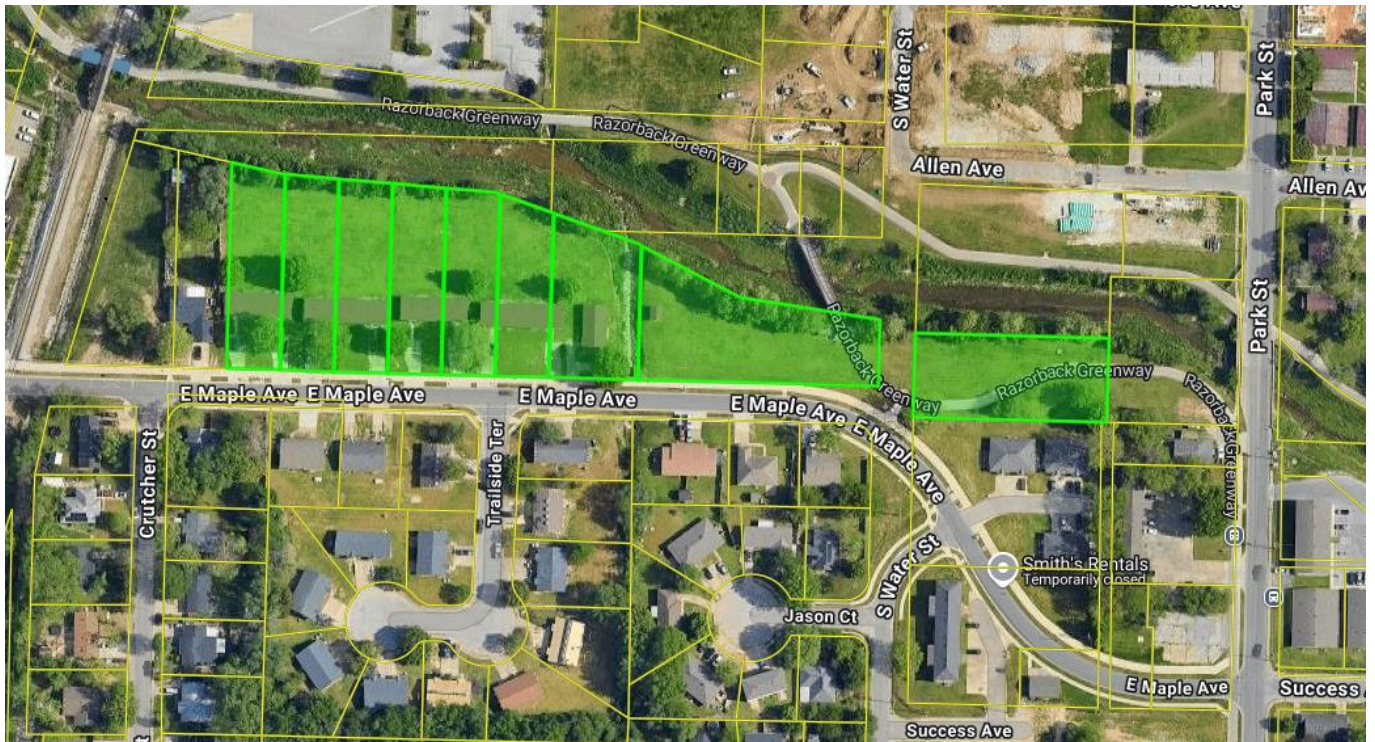




Map of Success



Map of Maple



# Springdale Housing Authority

## REQUEST FOR QUALIFICATIONS FOR DEVELOPER PARTNER SERVICES

### ATTACHMENTS

- I. CD-511 Certification Regarding Lobbying
- II. Conflicts Certification
- III. Section 3 Participation Election Form
- IV. Form HUD-5369 A: Representations, Certifications and Other Statements of Bidders
- V. Form HUD-5369 B: Instructions to Offerors
- VI. Form HUD-5369 C: Certifications and Representations of Offerors
- VII. Form HUD-5370 C: General Conditions for Non-Construction Contracts
- VIII. Form HUD-50070: Certification for a Drug-Free Workplace
- IX. Form HUD-50071: Certification of Payments to Influence Federal Transactions
- X. Form HUD-2992: Certification Regarding Debarment and Suspension
- XI. Form HUD-51915 A: Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development
- XII. Non-Collusive/Non-Identity of Interest Affidavit
- XIII. Certification of Non-Segregated Facilities
- XIV. Civil Rights Compliance Form

**ATTACHMENT I**

**CD-511 CERTIFICATION REGARDING LOBBYING**



Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

\* NAME OF APPLICANT

\* AWARD NUMBER

\* PROJECT NAME

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* SIGNATURE:

\* DATE:

**ATTACHMENT II**  
**CONFLICTS CERTIFICATION**



## CONFLICTS CERTIFICATION

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

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

\_\_\_\_\_

Signature of Key Principal of Proposer

**ATTACHMENT III**

**SECTION 3 PARTICIPATION ELECTION FORM**



# SPRINGDALE HOUSING AUTHORITY

P.O. Box 2085 5 Applegate Drive. Springdale, Ar. 72765

Phone: 479-751-0560 Fax: 479-756-8059 TTY/TDD 800-285-1131 or 711

## SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. SHA's Section 3 policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements.

How will your company fulfill its Section 3 Requirement?

**(Please check only one option)**

Certified Section 3 Business (Include Certification)

Priority I – Hiring Section 3 Workers

Priority II – Contracting with Section 3 Businesses

Priority III – Other Economic Opportunities

a: Train and employ SHA residents

b: SHA Section 3 Education and Training Fund

1. For construction and rehabilitation work (both residential and civil), the "value" of the other economic opportunity must equal or exceed 1.0% of the total contract amount plus any modifications;
2. For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 0.5% of the total contract amount plus any modifications.

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT IV**

**FORM HUD-5369 A: REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS**

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**ATTACHMENT V**

**FORM HUD-5369 B: INSTRUCTIONS TO OFFERORS**

# 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:]

**ATTACHMENT VI**

**FORM HUD-5369 C: CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS**

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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**ATTACHMENT VII**

**FORM HUD-5370 C: GENERAL CONDITIONS FOR NON-CONSTRUCTION  
CONTRACTS**

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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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.

**ATTACHMENT VIII**

**FORM HUD-50070: CERTIFICATION FOR A DRUG-FREE WORKPLACE**

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**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)

Name of Authorized Official

Title

Signature

Date

X

**ATTACHMENT XI**

**FORM HUD-50071: CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL  
TRANSACTIONS**



# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**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)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**ATTACHMENT X**

**FORM HUD-2992: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**ATTACHMENT XI**

**FORM HUD-51915 A: 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. 11/30/2023)

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**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. 3/31/2020)

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. 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.

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 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. 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 2 CFR 200.

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 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 2 CFR 200 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 905.312 ), 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 (2 CFR 200) 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 (2 CFR 200), 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.

I. 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.



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1.15 Energy Efficiency. Pursuant to Federal regulations (2 C.F.R. 200) 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.

**ATTACHMENT XII**

**NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT**

APPENDIX 39

NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

(To be modified if law requires other Form)

A F F I D A V I T

(Prime Bidder)

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

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

\_\_\_\_\_ ,  
being first duly sworn, deposes and says:

(1) That undersigned is \_\_\_\_ (a partner or officer of the firm of, \_\_\_\_\_ etc.,) \_\_\_\_\_ the party making the foregoing proposal or bid; (2) 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 fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the \_\_\_\_\_ (Owner) \_\_\_\_\_ or any person interested in the proposed contract; and (3) that no identity of interest exists or will between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the owner in the general contractor;
- (b) If any of the officers or directors of the owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the owner has any financial interest whatsoever in the general contractor;

- (d) If the general contractor advances any funds to the owner; including providing a land option or any of the costs of obtaining a land option;
- (e) If the general contractor provides and pays, on behalf of the owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;
- (f) If the general contractor has any interest in the owner corporation as part of the consideration for payment;
- (g) When there exists (or come into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or cancelling any of the required closing documents.
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the architect has stock or any financial interest in the contractor.
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural services, acts as a consultant to the project architect.
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or cancelling any of the required closing documents.

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Signature of:

\_\_\_\_\_  
Bidder, if the Bidder is an individual;

By \_\_\_\_\_ Partner, if the Bidder is a partnership;

Title \_\_\_\_\_ Officer, if the Bidder is a corporation.

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Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_

My commission expires \_\_\_\_\_, 19\_\_.

**ATTACHMENT XIII**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

**BORROWER DESIGNATION**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

\_\_\_\_\_ (the "Applicant")  
certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Applicant certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Applicant agrees that a breach of this certification will constitute a violation of the Equal Opportunity Clause in any loan contract which Applicant may enter into, relating to a loan from the Rural Utilities Service to the Applicant. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, of national origin, because of habit, local custom, or otherwise. The Applicant agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt) from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The execution of the foregoing certification has been duly approved and authorized by the board of directors of the Applicant at the meeting of such board of directors held on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**APPLICANT**

By \_\_\_\_\_  
**PRESIDENT**

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

**ATTACHMENT XIV**  
**CIVIL RIGHTS COMPLIANCE FORM**



**DEPARTMENT OF HOMELAND SECURITY  
CIVIL RIGHTS COMPLIANCE FORM**

OMB Control No. 1601-NEW  
Expiration Date MM/DD/YYYY

**Section 1: Instructions**

Entities selected to receive a grant, cooperative agreement, or other award of Federal financial assistance from the U.S. Department of Homeland Security (DHS) or one of its Components must complete this form and submit all required data within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of this form from DHS or its awarding component. Recipients are required to provide this information once every two (2) years, not every time a grant is awarded. Entities whose award does not run a full two (2) years are required to provide the information again if they receive a subsequent award more than two (2) years after the prior award.

Please refer to Section 6 for instructions on submitting the completed form and all supporting documentation to DHS. Submission of a completed form, including supporting materials, by the deadline, is required to meet regulatory compliance requirements. This form clarifies the recipient's civil rights obligations and related reporting requirements contained in the [DHS Standard Terms and Conditions](#).

**For State Administering Agencies:**  
State Administering Agencies will receive this form directly from DHS, rather than in conjunction with a Notice of Award, and must complete this form and submit all required data within thirty (30) days of receipt. State Administering Agencies, like other recipients, are required to provide this information once every two (2) years, not every time a grant is awarded.

**For Subrecipients:**  
Subrecipients are entities to whom Federal financial assistance is extended through another recipient, and do not receive financial assistance directly from DHS. Subrecipients are not required to complete and submit this form to DHS. However, subrecipients have the same obligations as their primary recipient to comply with applicable civil rights requirements and should follow their primary recipient's procedures regarding the submission of civil rights information.

**Section 2: Organization Information**

Organization Name:	DUNS Number:
Address (Street, City, State, Zip code):	
Contact Person / Title:	
Email / Telephone:	
Grant Agreement Number:	Federal Award Identification Number:

**Section 3: Assurance to Comply with Civil Rights Requirements**

As a condition of receipt of Federal financial assistance, the recipient acknowledges and agrees that it is in compliance at the time of signing this document and will continue to be in compliance for the duration of the Federal financial assistance (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients of Federal financial assistance from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by DHS Title VI regulation 6 C.F.R Part 21, and FEMA Title VI regulation 44 C.F.R. Part 7.
  - Language Access: National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipients should follow agency guidance: *Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (see link below in Section 7).

- Environmental Justice: In accordance with Title VI, recipients must ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin.
- Property: Where the Federal financial assistance is to provide or is in the form of personal property, or real property or interest therein or structures thereon, this assurance shall obligate the recipient and any transferee to comply with all applicable requirements imposed by 6 C.F.R Part 21 and 44 C.F.R. Part 7 for the period during which the property is used for the purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability (29 U.S.C. 794), provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
  - In order to ensure compliance, recipients must provide program access, ensure effective communication, and provide physical access for persons with disabilities. Recipients are encouraged to consider the need for accessibility and reasonable accommodations and modifications for persons with disabilities both in developing budgets and in conducting programs and activities.
  - Americans with Disabilities Act: Recipients may also have obligations under the Americans with Disabilities Act of 1990 (ADA), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213). The U.S. Department of Justice (DOJ) has the lead responsibility for the enforcement of the ADA, with other federal agencies having enforcement responsibilities for specific areas such as employment, transportation, and telecommunications.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by DHS Title IX regulations 6 C.F.R. Part 17, and FEMA Title IX regulations 44 C.F.R Part 19.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age (42 U.S.C. 6101 et seq.) as implemented by FEMA Age Discrimination Act regulations, 44 C.F.R. Part 7.
- DHS regulation 6 C.F.R. Part 19: *Nondiscrimination in Matters Pertaining to Faith-based Organizations*, which prohibits organizations that receive financial assistance from DHS for a social service program from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice, and generally requires recipients subject to the regulation to provide certain protections, and notice of those protections, to their beneficiaries.

The United States has the right to seek judicial and administrative enforcement of this assurance document.

**Section 4: Required Information:** Recipients of Federal financial assistance from DHS must provide the following compliance information in accordance with the nondiscrimination authorities listed in Section 3. State Administering Agencies must provide this information for their own agency and also describe how subrecipients are monitored (see Item 7).

**Note:** For recipients who have previously submitted this form in the last two (2) years, if the information provided in response to any of the items below has not changed since the last submission, and there are no additional updates, please indicate “no change” under each applicable item; do not re-submit information previously submitted.

- |    |  |
|----|--|
| 1. | <p>Provide a brief description of any complaints or lawsuits against the recipient during the past five (5) years alleging discrimination on the basis of race, color or national origin (including limited English proficiency), sex, age, disability, or alleging retaliation. The description should distinguish employment-related complaints or lawsuits from non-employment related complaints or lawsuits and include the following information: total number of complaints or lawsuits by protected bases and status (pending, closed with findings, closed with no findings). Additionally, if a court or administrative agency made a finding of discrimination against the recipient during the past five (5) years, the recipient must forward a copy of the complaint and findings to DHS.</p> <p>The recipient agrees to notify DHS, within sixty (60) days of receipt, of any such lawsuits against the recipient or any findings of discrimination against the recipient that occur throughout the duration of Federal financial assistance.</p> <p><b>Responses should not include personally identifiable information (PII) that is outside of public record. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to an individual.</b></p> |
|----|--|

2.	Provide a brief description of any civil rights compliance reviews regarding the recipient conducted during the two (2) year period before this award of DHS Federal financial assistance, and provide information concerning the agency or organization performing the review. The recipient agrees to provide periodic updates of such ongoing reviews, including any findings made by such reviews, and to promptly notify DHS of any additional compliance reviews for the duration of the Federal financial assistance.
3.	Provide a list of all other federal agencies from whom the recipient receives financial assistance or has a pending application for financial assistance at the time of this award of DHS Federal financial assistance. The recipient agrees to notify DHS, for the duration of the DHS Federal financial assistance, of any new applications for financial assistance from federal agencies not previously reported on this form.
3a.	State whether any agency listed by the recipient in response to Section 4, no. 3 has found the recipient to be in noncompliance with any civil rights requirements.
4.	Provide a statement affirming that staff has been designated to coordinate and carry out the responsibilities for compliance with civil rights laws, a description of the responsibilities of any such staff, and a list of all federal civil rights laws that the staff coordinates and enforces.
5.	Provide a copy of the recipient's nondiscrimination policy stating that programs and services will be provided without regard to race, color, national origin, disability, sex, or age, as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, and the Age Discrimination Act of 1975. The policy should also state that Federal law prohibits retaliatory acts against any individual involved in a complaint, investigation, or other proceeding related to prohibited discrimination.
6.	Provide a copy of the recipient's discrimination complaints process.
7.	Provide a copy of the recipient's plan to ensure compliance in subrecipient programs (if applicable). The plan should describe how the recipient will ensure that subrecipients conducting portions of covered programs or activities and subcontractors conducting contracted or subcontracted portions of programs or activities comply with the nondiscrimination provisions.
8.	Provide copies of the recipient's policy and procedures used to ensure nondiscrimination based on disability and equal opportunity for persons with disabilities to participate in and benefit from the recipient's programs and activities, including policy and procedures for providing program access, procedures to ensure effective communication with individuals who are deaf or hard of hearing, are blind or have low vision, have speech disabilities, or have intellectual or developmental disabilities, and policy and procedures for providing physical access to the recipient's facilities.
9.	Provide copies of the recipient's policy and procedures regarding the requirement to provide meaningful access to programs and services to individuals with limited English proficiency (LEP).
DHS may request additional information from the recipient, as necessary, to ascertain compliance with relevant civil rights requirements. Examples include, but are not limited to, program beneficiary data by race, color, and national origin, a self-evaluation with regard to the recipient's compliance with Section 504 of the Rehabilitation Act of 1973, etc. Please refer to the DOJ regulation on <i>Coordination of Enforcement of Non-discrimination in Federally Assisted Programs</i> (28 C.F.R 42.406(b)).	
<b>Section 5: Certification</b>	
I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete.	
Name and Title of Authorized Official:	Date:
<b>Section 6: Instructions for Submitting Responses</b>	
Submit completed forms and all supporting documentation to: <a href="mailto:CivilRightsComplianceForm@hq.dhs.gov">CivilRightsComplianceForm@hq.dhs.gov</a>	
<b>Section 7: Additional Information</b>	
Compliance resources for recipients: <a href="http://dhs.gov/resources-recipients-dhs-financial-assistance">http://dhs.gov/resources-recipients-dhs-financial-assistance</a>	
Information on obligations regarding nondiscrimination on the basis of race, color, and national origin: <a href="https://www.dhs.gov/publication/title-vi-dhs">https://www.dhs.gov/publication/title-vi-dhs</a>	
Information on obligations regarding persons with LEP: <a href="http://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">http://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a>	

Information on obligations regarding persons with disabilities:  
<http://www.dhs.gov/disability-access-department-homeland-security>

**For questions and assistance with this form, please contact:**

DHS Office for Civil Rights and Civil Liberties

Email: [CivilRightsComplianceForm@hq.dhs.gov](mailto:CivilRightsComplianceForm@hq.dhs.gov)  
Phone: 202-401-1474  
Toll Free: 1-866-644-8360  
TTY: 202-401-0470  
Toll Free TTY: 1-866-644-8361

Federal Emergency Management Agency, Office of Equal Rights (for FEMA recipients):

Email: [fema-civil-rights-form@fema.dhs.gov](mailto:fema-civil-rights-form@fema.dhs.gov)  
Phone: 202-646-3535

**Paperwork Reduction Act**

The public reporting burden to complete this information collection is estimated at 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and the completing and reviewing the collected information. The collection of information is mandatory. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number and expiration date. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

ATTN: PRA [OMB Control No.1601-NEW].  
Office for Civil Rights and Civil Liberties  
U.S. Department of Homeland Security  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

Add Attachments

Submit by Email