



HOUSING AUTHORITY CITY OF ELKHART

1396 BENHAM AVENUE
Office# (574) 295-8392

Fax# (574) 293-6878
www.ehai.org

ELKHART, INDIANA 46516
TTY# (574) 295-9682

May 14, 2025

Dear Sir or Madam,

Enclosed please find a copy of a Request for Proposal (RFP) to provide The Housing Authority City of Elkhart (HACE) Security Services at our various Developments, Properties, and Office Locations. HACE will evaluate the RFP under the competitive proposal method, meaning we will consider both technical costs and other factors in awarding the contract.

Please review the enclosed documents and submit a proposal for our consideration to:

Housing Authority City of Elkhart
ATTN: Director Comprehensive Improvements
1396 Benham Ave, Elkhart, IN 46516
RE: Proposal for Security Services

All proposals for Security Services must be received by the Housing Authority City of Elkhart no later than **3:00PM** (Eastern Time), on **May 30, 2025**. Proposals received or delivered after this date and time will not be considered and will be returned unopened.

Ordering Instructions: The Bid Specifications Package can be accessed from the HACE's website at <https://www.ehai.org/open-public-bids.html> or by calling 574-296-6958. **Contact:** Pre-proposal site visits are available by appointment only and can be arranged by contacting Erik Mathavan, Director of Comprehensive Improvements at 574-296-6958.

Erik Mathavan
Director, Comprehensive Improvements

Enclosure: Request for Proposal – Security Services

Request for Proposal

For Security Services

Various Properties and Offices
For The

HOUSING AUTHORITY CITY OF ELKHART

RFP 2025-02-Security Services

Notice: Contact with members of the HACE Board of Commissioners, or HACE officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if HACE meets in person with anyone representing a potential provider of these services to discuss this RFP, an addendum will be issued to address all questions to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

GENERAL INFORMATION

Agency Background Information

The Housing Authority City of Elkhart (HACE) was established in 1962 to provide safe and affordable housing for qualified low-income persons residing in the Elkhart Area. The United States Department of Housing and Urban Development (HUD) as outlined under the United States Housing Act of 1937 and subsequent amendments has direct responsibility for administering low-income housing programs in the United States. HACE was recently ranked as a High Performer, an honor designated by HUD.

The housing authority manages 672 units of conventional housing across (3) high-rise buildings, one (1) family sites community and ninety eight (98) scattered site units across three general clusters all within the city limits of Elkhart, Indiana. The following chart provides a breakdown of unit count by property:

PROPERTY NAME	TYPE	Area in Sq. Ft. (approx.)	UNIT COUNT	FLOORS	Community Address
Washington Gardens	Scattered Sites	83,462	198	2-Story Quadruplex	315 Chapman Ave
Banneker Heights	Scattered Sites	75,318	98	Single	1 Malcolm Dr and various others
Rosedale High Rise	High Rise	80,676	102	6	501 W Indiana Ave
Waterfall High Rise	High Rise	89,100	127	10	303 Waterfall Dr
Riverside High Rise	High Rise	138,290	147	7	181 N Elkhart Ave
Administration Bldg.	Office Building	17,184	N/A	1	1396 Benham Ave

Contract Term

The agreement for Security Services is for an initial contract term of **1 Year**, which may be awarded to one or more proposers with the company(s) that has the highest ordinal bid evaluation score on the primary or any alternative grouping. At the end each term, HACE may extend the contract for another term up to **4 times**; for a total of **5 years** before a new Request for Proposal will be required.

Attachments

The following attachments are herein incorporated by reference for all purposes as part of this “Security Services” Proposal Solicitation and Scope of Work:

- A. Scope of Work
- B. Proposed Rates
- C. Profile of Firm Form
- D. Client References
- E. Section 3 Plan
- F. Section 3 Compliance & Program Acknowledgement Form
- G. HUD 5369-B
- H. HUD form 5370-C Section 1
- I. HUD 50070-Certification of Drug Free Workplace

Format of Bid/Forms to Provide

No contract will be awarded without the following forms being completed:

- Proof of Insurance & Contractors must submit a City of Elkhart Business license
- Profile of Firm form and Company Profile
- Completion of Pricing Sheet/Rates
- Section 3 Compliance & Program Acknowledgement Form
- Financials and/or lines of credit (*only if requested*). The apparent successful bidder will be requested to submit a concise description of its managerial and financial capacity to deliver the proposed services.
- List of at least three (3) references of work completed within the last two (2) years
- HUD Forms

At the time bids are opened, to be considered responsive, bids must contain the following:

- Proof of Insurance
- Pricing Sheet/Rates

Conditions

The Housing Authority will not pay any cost incurred in the preparation or submission of any bid or any cost incurred in anticipation of a contract. The Bidder understands that the Executive Director of the Housing Authority shall be the sole authority to legally commit the Housing Authority to any expenditure of public funds for this procurement, subject to

approval by the Board of Commissioners. The Housing Authority reserves the right to reject any and all bids and to waive any informality whenever such a rejection or waiver is in the best interest of the Housing Authority. This RFP in no way obliges the Housing Authority to award a contract. Contractor(s) shall have staff, qualified by training and experience, to perform the service required. All persons employed by Contractor(s) in the performance of any work under this Agreement shall be agents and employees of Contractor(s) only. Neither Contractor(s) nor any employees or agents of Contractor(s) shall be deemed as employees of the HACE for any purpose whatsoever. The contractor is responsible for providing identification badges for all employees. Under no circumstances will a crewmember be allowed to work at development site without his/her ID on his/her person. Personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the Housing Authority. If any of Contractor's personnel are not satisfactory to the Housing Authority, Contractor(s) shall replace such personnel with satisfactory replacements. The Contractor(s) shall coordinate the work with the Housing Authority as much as possible. Regular reports of progress shall be required.

Contractors may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the evaluators' judgment regarding the number of points scored is not appealable. The following Appeal Procedure applies to Contractors who wish to appeal a disqualification of Bid or award of contract:

Contractors shall submit a written appeal to the Executive Director at HACE – 1396 Benham Ave, Elkhart, Indiana 46516 RE: APPEALS. Appeals must be received by the Executive Director no later than 4:00PM (local time) on the fifth (5th) business day after the postmarked date of the Notice of Award/Non-Award.

PERMITS, LAWS, AND REGULATIONS

The Contractor(s) will secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of services. A copy of the permit will be made available to HACE upon the contractor's receipt of the permit. Where the Housing Authority chooses to arrange for the issuance of all or part of these permits, fees, and licenses, without cost to the Contractor(s), the contract amount shall be reduced accordingly. The Contractor(s) shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules, and regulations in accomplishing the work. The service performed shall be in conformance with and meet all industry standards. The Contractor(s) shall agree that, in a suit and/or claim in mediation or arbitration to enforce the rights and/or obligations of a Contract under this Bid, should the HACE prevail in the prosecution or defense of said suit and/or claim, the HACE shall be entitled to its reasonable attorney's fees, court costs and other reasonable litigation expenses, including, but not limited to, expert fees, costs of exhibits, staff time in the preparation for and/or attendance at trial, investigation expenses, and travel expenses. The Contractor(s) shall agree to indemnify and keep, hold, and save harmless the Housing Authority from and against any and all liability, penalty, losses, damages, expenses suits and judgments arising from injuries on Housing Authority property premises during the term of the Contract to persons or property of any nature.

COST OF SERVICES

The Contractor(s) shall include in his/her Bid the all-inclusive cost to be charged to the Housing Authority for the provision of Security Services as defined on the Scope of Work. It MUST include a bid rate form for that bid to be responsive. The Contractor will provide the required equipment necessary to fully comply with the Scope of Work listed in this RFP.

INSURANCE

Indemnity/Insurance. Contractor shall provide for the defense of and indemnify and hold harmless, the Housing Authority from any and all claims, suits, causes of actions, and liability arising out of the execution and performance or nonperformance of this contract or in connection with the Contractor's use of the premises established there under including claims, suits, causes of action, and liability arising from the Housing Authority's own acts of negligence arising from this contract.

Insurance shall be provided by a responsible company or companies, licensed to do business in the State of Indiana. Certification of insurance or other satisfactory evidence thereof shall be filed with the Housing Authority prior to performance under this contract or entry upon Housing Authority premises.

Contractor shall provide insurance coverage as follows:

- a. Public Liability and Property Damage Insurance in the amount of \$1,000,000.
- a. Personal Injury Insurance coverage in the amount of \$1,000,000.
- b. A Specific Waiver of Subrogation.
- c. Primary Insurance Coverage no less than \$2,000,000.
- d. Worker's Compensation Insurance with Employer Liability in the amount of \$500,000.
- e. Statutory coverage for owned, hired and non-owned vehicles.

Each policy shall show the Housing Authority as an additional insured. Each policy shall also provide that: "it is agreed that insurer shall notify Housing Authority of any alteration, renewal or cancellation of this policy and that this policy shall remain in force until thirty (30) days after such notice is received by the Housing Authority."

SPECIFICATIONS

1. Personnel.

a. The successful Proposer will provide uniformed, certified and unarmed personnel to perform patrol services under the contract. The security officers are to be always in full departmental uniform while performing their duties.

i. In addition, the successful Proposer may provide uniformed, trained unarmed entrance guards. The officers must meet the physical and mental qualifications outlined in this RFP. Uniforms will be provided by the Proposer and approved by the HACE.

b. **Equipment.** The successful Proposer shall provide all necessary equipment to perform security officer duties. Equipment shall include, but not be limited to, marked vehicles, batons, handcuffs, flashlights, mobile/portable radio communications equipment, rain gear, cold weather gear, log sheets, and stationery supplies. Log sheets, incident reports and other standard correspondence formats must be approved by the HACE.

c. **Duties.** The purpose of the security guard is to protect Housing Authority property. Security Officer duties will include, but not be limited to the following:

i. Taking appropriate action to reduce the risk of harm or damage while an observed crime is occurring within the boundaries of Housing Authority property or in emergencies, including controlling the actors and immediately notifying the Elkhart Police Department (EPD) or other law enforcement agencies as appropriate.

ii. Reducing crime by maintaining high visibility and discouraging unauthorized activity on Housing Authority property including trespassing.

iii. Enforcement of certain Housing Authority Lease provisions, regulations and policies relating to resident obligations.

d. No provisions of these specifications, which are made a part of the security contract, shall entitle any resident or guest of any resident to rely upon the private security services described herein rather than relying upon the City of Elkhart Police Department to provide protection from crime.

e. **Incident Reports.** Each officer on duty will maintain log sheets to document all incidents during his/her shift. All incident reports are to be neat and legible and in sufficient detail to identify time, location, activity within the project, and action taken by the guard. For example, time reported for duty, time of spot checks, odometer readings, and any other incidents that may occur. Incident reports/log sheets shall be identified to any replacement personnel at shift change, and a copy is to be turned into the Housing Authority at the beginning of every business day

f. **Special Conditions.**

i. Supervision. Security Officer Supervisors will provide direct supervision to security guards and will be available during the shift of duty as needed and accessible through the manned company dispatcher. In addition, appropriate Supervisor(s) will arrange a meeting once monthly with the Manager of Public Housing to advise the HACE of trends, problems, issues, and recommendations, and to respond to the concerns and questions of the HACE. The successful proposer will be responsible for preparing a summary report after these meetings and submitting it to the HACE for review within five business days after the meeting. This report is in addition to any daily logs and incident reports required by the HACE. Supervisors will be available to discuss any issue on an ad hoc basis within one business day after a HACE request. This ad hoc meeting may be in person or telephonic at the discretion of the HACE

ii. Training. The successful Proposer is responsible for verifying the training of all officers and guards in security procedures and techniques and familiarizing them with the buildings, patrol routes, and assigned duties prior to assigning them to a site. Security guards must meet the training requirements outlined herein.

iii. Penalties. Upon the occurrence of any of the acts of non-performance listed below, the Housing Authority will adjust the Contractor's billing downward to reflect the reduced value of billed services as follows: Paragraphs "a" through "g" deduct \$50.00 per incident; paragraph "h" deducts \$100.00 per incident. Determination of the validity of the infraction shall be determined by the Housing Authority based upon observation or resulting from an audit. The contractor shall

be provided with written notice that the Housing Authority is initiating the deductions from the normal invoice.

- a)** Failure to provide number of screened, qualified officers, guards or supervisors needed for each shift.
- b)** Failure to train in advance any security employee assigned to the premises with the specific training as required by this specification.
- c)** Failure to assign trained substitute employees as replacements.
- d)** Allowing an employee to work more than twelve (12) hours per twenty-four (24) hour period or sixty (60) hours per week without securing a prior waiver from the Housing Authority.
- e)** Failure to maintain or provide complete documentation required by this specification.
- f)** Failure to produce the medical certification or documentation of the criminal record investigation as required by this specification.
- g)** Failure of employees to properly attire with a uniform
- h)** Sleeping while on duty or being in possession of or being under the influence of any intoxicating beverage, drug, or substance while on Housing Authority premises.

iv. If Housing Authority property or equipment is damaged due to the negligence of the security firm and/or its agent and the property or equipment must be repaired or replaced, the cost of repair or replacement will be withheld from the security firm's payment. Notwithstanding any other provisions of this specification, nothing in this paragraph dealing with adjustments or compensation due to the contractor's employees misfeasance or negligence, or non-performance of specified duties, shall be deemed to limit the rights of the Housing Authority to collect actual and compensatory damages in the event such damages exceed the amounts withheld from the Contractor's billing.

2. Qualifications of Contractor.

a. To evaluate the Vendor's ability to comply with the contract specifications, the following information should be submitted with the proposal.

- i.** List of major stockholders and officials, directors, principals, partners.
- ii.** List of security personnel to be utilized to fulfill this contract, their certification date, and employment history in security services, to include certification of criminal background clearance.
- iii.** List of supervisory personnel, their qualifications and employment history, who will perform supervisory duties under the contract.
- iv.** List of patrons with whom the Proposer has had security contracts within the last three (3) years, as well as current contracts.
- v.** List of other names under which the Proposer's organization has done business within the last three (3) years.
- vi.** Submit certification that the corporation, proprietorship, or partnership has not been banned by any Federal, State, or Local Government in doing business with a government agency.

b. The Proposer shall submit evidence to the Housing Authority that it is a corporation, proprietorship, or partnership.

- i.** Corporation.

- a) Has adequately established financial responsibility and stability. Upon request, the proposer shall provide financial statements for the last three (3) years (i.e., year-end statement of financial condition, changes in financial condition, and income statement).
 - b) Is incorporated under the laws of Indiana, is lawfully licensed, and has all necessary required permits to provide security services.
 - c) Has been operating for at least three (3) consecutive years prior to the award of this contract.
 - d) Corporate resolution of authorized agent or person to sign submitted proposal.
- ii. Proprietorship or Partnership.
 - a) Has adequately established financial responsibility and stability. The proposer shall provide financial statements for the last three (3) years.
- iii. Has been operating as a private security service for at least three (3) consecutive years (prior to awarding of the contract) either individually, or as an employee in a supervisory capacity, or that a partner has at least 5 years supervisory law enforcement experience.
 - a) Is lawfully licensed and has all required permits to do business as a private security company under applicable laws of the State of Indiana.
 - b) The Proposer must demonstrate in writing when submitting the proposal, his/her knowledge and experience in providing security services in multifamily residential complexes such as the targeted locations in the RFP and must include a description of relevant prior or current work.
 - c) Describe procedures for training staff, development of policies and procedures, data collection, analysis, and reporting.
 - d) Describe any knowledge of procedures, experience, and rapport with law enforcement agencies such as the District Attorney, Police Departments, Sheriff's Department, Constables, Justices of the Peace and the like that may enhance your performance under this contract.
 - e) Listing the names and Social Security Numbers of all owners and of all partners.
- c. Documentation Requirements.
 - i. The Contractor shall make available to the Housing Authority auditable payroll invoices and supporting data during the term of the contract.
 - ii. The Contractor shall make available for audit by the Housing Authority records and all written documentation to verify that all pre-employment screening and testing and employee training has been satisfactorily completed.
 - iii. The Contractor will prepare and maintain written guard-post orders subject to the specifications and instructions herein.
 - iv. The Contractor will submit evidence of criminal background checks on each employee, with evidence of no convictions, prior to assignment to a location site.

QUALIFICATIONS FOR CONTRACT SECURITY EMPLOYEES

1. A pre-employment screening and evaluation shall be conducted by the Contractor to assess the suitability of a prospective security employee prior to assignment to a location site. These provisions also apply to any subcontractors.
2. The Contractor shall screen all prospective security employees prior to assignment to a job site.
3. Qualification Requirements. The security personnel shall meet the following requirements:
 - Complete an employment application, consistent with all Federal, State, and local EEO standards, which shall be completed to provide a basis for determining whether an applicant is qualified. The application shall contain the following minimum information, which is to be verified:
 - Full name and social security number.
 - Current residence.
 - Prior residence (past 10 years)
 - Education background (institution, dates)
 - Previous employment history (past 10 years) including supervisors, employment function, reason for termination.
 - Military service.
 - Record of criminal convictions where permissible by law (past 10 years).
 - Evidence of status as a sworn, armed law enforcement officer empowered to operate in the city of Elkhart (Note: Armed security officers must meet this requirement; unarmed entrance guards need not but must have had the minimum law enforcement experience noted below).
4. Screening Requirements. All security personnel shall meet the following requirements.
 - Minimum of 21 years of age.
 - No felony convictions.
 - General good health as determined by a licensed medical practitioner (See physical requirements).
 - Must have a minimum of a High School diploma or GED.
 - Must have at least one (1) year of law enforcement or security experience.
 - Signed verification that all information contained in the application is true and correct.
 - Upon request, the Contractor shall make available to the Housing Authority records and documentation of background investigations, examination, and tests for inspection.
5. Physical Requirements. All security personnel shall be required to be in good health. Prior to assignment, personnel must meet the following specific physical requirements:
 - a. Must be able to read at least 10/100 in each eye without the use of corrective lenses and must have at least 20/40 in each eye with corrective lenses. Any employee who needs corrective lenses must wear them on the job, and lenses must be of the type considered "safety glasses" within the industry loss of vision in one eye is disqualifying. Glaucoma is disqualifying, unless controlled by acceptable medical or surgical means, provided such medications as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the security guard's performance; and the visual acuity and field of vision requirement stated above is met.

- b.** Shall have no hearing losses greater than 40 decibels at 500Hz, 100Hz and 200Hz in the worst ear without a hearing aid, and 30 decibels in both ears.
- c.** Shall have no established medical history or clinical diagnosis of the following: Psychotic Disorder, Alcoholism, Drug Addiction, Epilepsy, or other seizure type disorders.
- d.** Shall have no physical limitation, disease, or mental impairment, or combination thereof, which in the opinion of a licensed practitioner would render the individual unable to perform security officer duties.
- e.** Shall be mentally alert and capable of exercising good judgment in performing the duties assigned.
- f.** Shall be capable of arduous physical exertion under emergency conditions and conducting required surveillance activities within the range of environmental conditions likely to be encountered.
- g.** The contractor shall provide the Housing Authority with documentation of all physical examinations conducted, if requested.

TIME FOR RECEIVING PROPOSALS

All Proposals must be submitted in a sealed envelope marked “Security Services.” with the responder’s name and address on the exterior of the envelope” and received and date and time stamped at the Front Desk of the Housing Authority City of Elkhart, 1396 Benham Ave., Elkhart, Indiana 46516, no later than **3:00PM on May 30, 2025**. Proposals received after the deadline will NOT be opened and will not be returned to the responder. The determination as to whether a Proposal is timely received will be at the sole discretion of the Housing Authority.

PROPOSAL FORMAT AND REQUIRED FORMS

All required forms furnished by HACE as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must “edit” the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

HACE intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that HACE can properly evaluate the proposals received, all proposals submitted in response to this RFP should be formatted in accordance with the sequence noted below.

The Proposal is to contain various categories of information which should be tabbed, sectioned, or distinctly separated so that the information submitted can be easily retrieved.

Tab/Section 1, PROFILE OF FIRM FORM (**Attachment C**) and other COMPANY INFORMATION

The Profile of Firm Form, a one-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal by the Proposer and each subcontractor. Also submit the Company Profile and other brochures as part of this section.

Tab/Section 2, PROOF OF INSURANCE AND CITY OF ELKHART BUSINESS LICENSE

Proposers must be able to provide proof of Insurance & Contractors must submit a City of Elkhart Business license.

Tab/Section 3, PAST PERFORMANCE

The Proposer must submit under this section a concise description of its experience, to include:

- a. Firm's experience with similar projects requiring Security Services.
- b. Firm's experience in projects of this or greater scope.
- c. Length of time Contractor has been providing the services requested by this RFP.

Tab/Section 4, CLIENT REFERENCES INFORMATION (Attachment D)

The proposer shall provide three former or current clients, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

- The client's name;
- The client's telephone number and address,
- Description of services provided to the client, and
- Date of services

Tab/Section 5, BID FORM (Attachment B)

Proposers are required to provide a schedule of rates.

Tab/Section 5, SECTION 3 PLAN (Attachment E)

Proposers are required to read thru the HUD Section 3 program.

Tab/Section 6, SECTION 3 COMPLIANCE AND PROGRAM ACKNOWLEDGEMENT (Attachment F)

Proposers are required to agree to the Section 3 compliance and, if desired, submit a business preference concern certification if eligible.

Tab/Section 7, HUD FORMS (Attachments G, H, I)

These Forms are attached to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

PROPOSAL OPENING RESULTS

It is understood by all proposers/prospective proposers that the proposals are privately opened, and the results will be recorded internally. When HACE has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, HACE shall notify all proposers.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

AWARD OF CONTRACT

The Housing Authority reserves the right to reject any or all bids and to waive any minor informalities or irregularities in bids received. The contract shall initially be awarded to the highest scored RFP by a responsible Bidder whose Bid conforms to the RFP and to the specifications described herein, and whose product or service best suits the needs of the HACE. The Contractor shall perform Security Services, as specified herein, on “as needed” basis at various HACE Properties per the included scope of work.

The contractor shall comply with all applicable federal, state and local laws regarding no smoking on HACE properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by proposer to accomplish the work as specified in this RFP and any resulting contract.

Regulatory: Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services.

The contractor shall utilize Section 3 residents and businesses to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly.

PROPOSAL EVALUATION

All proposals will be evaluated by Housing Authority representatives. The evaluators may conduct interviews with “short-listed” firms to clarify information provided in the proposals. Proposals will be evaluated based on the following criteria:

1. Experience and Qualifications-15 points
2. Cost of Service-50 points
3. Capacity to Deliver Specified Service-25 points
4. Quality of References-10 points

SCOPE OF WORK – Attachment A

The HA is seeking proposals from qualified, licensed, and bonded entities to provide the following detailed services at the housing sites listed herein:

1. The HACE is currently looking to establish **one (1) non-Armed** security personnel at **each** of the three (3) **high rises**. The HACE reserves the right to set the number of hours they see fit, but for initial planning expect a daily evening shift time of 8 hours in duration. In total, HACE is seeking to acquire 24 hours of service nightly. Each 8 hour shift will transpire between the hours of 6PM and 4AM. Start time will be random, as best determined by the contractor.
2. The HACE will also request a vehicle assigned to one of the three security personnel to make random patrols throughout the Washington Gardens community and assist HACE with tenants who are locked out.
3. By submitting a price for this service, the Contract agrees to provide the services at the price for the period of the contract with the stipulation that after initial notification to begin work, the number of hours required may be increased, decreased, or eliminated altogether upon 30 day notice by the HACE.
4. The HACE may request Contractor to provide security officers to perform foot and vehicle patrols at the various multi-family properties and offices as needed.
5. The Contractor must be able to be always reached by the Housing Authority by telephone. In the case of inaccessibility, the Contractor will provide the Director and of Public Housing with the name and telephone number of supervisory personnel to contact in his/her absence.
6. The Contractor shall coordinate with and get clearance from the Housing Authority on any planned publicity regarding security services on Housing Authority properties.
7. The Contractor will provide local agency and national criminal background checks as required by the HACE all clients, potential clients, HACE employees and job candidates in sufficient detail to satisfy HUD requirements.

PRICING– Attachment B

ENTRY OF PROPOSED FEES

The proposed fees shall be submitted by the proposer and received by HACE in the provided fields below. A proposer must enter a proposed fee for each item—a “No Proposal” will not be allowed for any item, though a “No Charge” will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

In addition to other information to be submitted by Proposer, hourly rates for foot, vehicle patrol and armed guards will be provided to the HACE.

Item	Cost	/Frequency
Non Armed Security Officers – Hourly Rate	\$____.____	/Hour
Patrol Vehicle/Route (if offered) – Cost have one (1) Patrol Car to make approximately 3 to 4 patrols during an 8 hour shift	\$____.____	/Week
<i>Any other service options available (Please list below)</i>		
<i>Miscellaneous fees (please list out below, if any. Ie., vehicle surcharge, fuel, etc.)</i>		
Cost Per Week for 3 Security Officers and use of patrol vehicle	\$____.____	/Week

ADDITIONAL INFORMATION PERTAINING TO THE PRICING ITEMS:

1. QUANTITIES: As may be further detailed herein, the HA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the HA requires.

- SUPERVISOR: The contractor's assigned skilled staff person who has responsibility to supervise the work at the HA site. This person may, while supervising, also perform work typically assigned to the Technician. It is understood that a Supervisor position will be paid by the HA only if there are 3 or more persons working on the site at the same time; if there is less than 3 persons working at the site at the same time, then the HA will only pay for such staff at the level they are actually working (i.e. Technician).
- TECHNICIAN: The contractor's assigned skilled staff person who typically performs the required work.

2. PRICE ESCALATION: At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Indiana Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for the HA. For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor may be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previously listed wage rate.

NOTIFICATION MUST BE RECEIVED FROM THE CONTRACTOR: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12 -month period without the express written consent of the CO.

3. OVERTIME: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked more than 40 hours per week. Accordingly, HACE will pay a rate of 1.5 of the listed hourly rates for any work the HA requires the successful proposer to work specifically during non-regular-time hours (however, the HA shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours).

4. HUD MAINTENANCE WAGE RATES DETERMINATION (MWRD): HUD has determined that the HA must ensure that contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing that he/she will not pay his/her employees at

rates less than detailed within the following table. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either the HA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor's failure to comply.

Work Classification	HUD-Determined Rate
Security Officer	\$15.38

I (we) propose to furnish services in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions and specifications are hereby accepted and made a part of this proposal which are described on the proposal sheet herein and opposite of which prices have been entered, at the price or prices quoted. It is further understood and agreed that the present price in this proposal shall remain open and valid for sixty (60) days, and this proposal shall constitute an offer which, when accepted by the HACE, and subject to the terms and conditions of such acceptance, shall constitute a valid and binding contract between the undersigned and contractor and HACE.

Date:

By:

(Typed Signature)

(Handwritten Signature)

(Company Name)

(Title)

REQUEST FOR PROPOSAL - RFP 2024-01-SECURITY SERVICES

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

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(1) Prime ☐ Sub-contractor ☐ (This form must be completed by and for each).

(2) Name of Firm:

Telephone:

Fax:

Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Indiana; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

[Table No. 1]

(1) Name	(2) Title	(3) % of Ownership

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

[Table No. 2]

(1) Name	(2) Title

Signature

Date

Printed Name

Company

ELKHART HOUSING AUTHORITY, IN

REQUEST FOR PROPOSAL - RFP 2024-01-SECURITY SERVICES

PROFILE OF FIRM FORM
(Attachment C)

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

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

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

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

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

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

WMBE Certification Number:

Certified by (What Agency):

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

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Indiana License Type and No. (if applicable):

(11) Federal License Type and No. (if applicable):

(12) Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

(13) General Liability Insurance Carrier:

Policy No.

Expiration Date:

(14) Automobile Liability Insurance Carrier:

Policy No.

Expiration Date:

Signature

Date

Printed Name

Company

ELKHART HOUSING AUTHORITY, IN

Attachment D

EXPERIENCE REFERENCES

Please provide the following information for projects you have done of similar size.
Please include your most recent jobs and experience with Housing Authority Agencies.

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

Project Name and Location:		Project Date:
Project Type:		
Contract Amount:	Owner Representative:	
	Business Phone:	

Section 3 Plan

1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations 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 to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority City of Elkhart (HACE) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing HUD funded programs. Bidder will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

Housing Authority City of Elkhart may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Acknowledgments - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

Section 3 Coordinator

Housing Authority City of Elkhart Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the PHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to the HACE Section 3 Coordinator with questions regarding Section 3 compliance:

Erik Mathavan

Director, Comprehensive Improvements

Erik.Mathavan@ehai.org

2. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

Bidder will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

Bidder has established employment and training goals that subrecipients, contractors, and subcontractors should meet to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, Housing Authority City of Elkhart will review and update the Section 3 Plan every 6 years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the Housing Authority City of Elkhart are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the HACE Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Low and very low-income within Elkhart County, IN, is defined as residents within the following income levels for FY 2025 (Median Income = \$89,600):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$31,300	\$35,800	\$40,300	\$44,750	\$48,350	\$51,950	\$55,550	\$59,100
Extremely Low (30%)	\$18,800	\$21,500	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$50,560
Low (80%)	\$50,150	\$57,300	\$64,450	\$71,600	\$77,350	\$83,100	\$88,800	\$94,550

CONTRACTING

Under the HACE Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

3. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 acknowledgement from HACE or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to HACE may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, HACE will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker acknowledgment shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the **Targeted** Section 3 worker acknowledgment shall demonstrate that it meets one or more of the following criteria:

Employed by a Section 3 business concern or

- 1) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

The individual must contact the Housing Authority City of Elkhart or developer from which they are seeking employment or contracting opportunities. They should identify themselves as a Section 3 worker or Targeted Section 3 worker and provide the documentation required for certification procedures. Prospective Section 3 workers may self-certify that they meet the requirements as defined in the regulations.

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.

The documentation must be maintained for the period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation. HACE or Bidder may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

HUD does not prescribe any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that believe they meet the Section 3 Business requirements can/may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz> as well as the HACE website here: <https://www.ehai.org/business-concern-certification---section-3.html>. Businesses may seek Section 3 Business Concern acknowledgment by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 acknowledgment shall certify, or demonstrate to the Housing Authority City of Elkhart, contractors, or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form attached.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the HACE previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12 month certification of eligibility period allows the HACE the ability to assess contractor performance to ensure the business is striving to meet the required goals.

Section 3 Compliance and Business Concern

Acknowledgement Explanation

A. IS PARTICIPATION IN SECTION 3 OPTIONAL?

- Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Housing Authority City of Elkhart (HACE) will offer all bidders and proposers the option of an Acknowledgement.
- In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the HACE with a claim of an Acknowledgement (meaning, such claim is optional and failure to respond with a claim of an Acknowledgement will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim an Acknowledgement, then the HACE will consider, investigate, and determine the validity of each such claim for an Acknowledgement.
- Regardless of whether or not a bidder or proposer claims an Acknowledgement in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

B. ACKNOWLEDGEMENT AWARD

- A Business which obtains the Business Concern Certification will be recognized for their outstanding effort and achievement amongst our community.
- Certification shall serve as a tiebreaker in the event of two or more firms equally qualified sharing the same lowest winning bid.
- To apply for Business Concern Certification, go to [ehai.org](https://www.ehai.org/business-concern-certification---section-3.html), under Comprehensive Improvements, select Business Concern Certification – Section 3 or go to the following link: <https://www.ehai.org/business-concern-certification---section-3.html>
 - Certification form must be completed by time of sealed bid submission.

C. SECTION 3 COMPLIANCE & PROGRAM ACKNOWLEDGEMENT*

***(The following must be signed regardless of Business Concern certification/eligibility)**

I have read the Section 3 Plan provided. I am aware that an award as the result of this competitive solicitation, even though I may not receive a Acknowledgement from the HACE because of my Business Concern status, I am still required to, to the greatest extent feasible, provide training, employment, contracting and other economic opportunities to low and very low-income persons, especially recipients of government assistance for housing, and to businesses/subcontractors that provide economic opportunities to low and very low-income persons.

Whether or not I apply for Section 3 Business Concern Certification for Contracting, I may be required to provide HACE an estimate number of Section 3 Labor Hours to arise as a result of my business participation on this project.

Print Name: _____

Signature: _____ Date: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

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 Federal agency 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